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## **CONTRACT AND SPECIFICATIONS**

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

### **PLANT NO. 4 LIME SYSTEM REPLACEMENT**

Project No: RDWD 1801



#### **TOWN SUPERVISOR**

Laura Jens-Smith

#### **TOWN COUNCIL**

Jodi Giglio  
Timothy Hubbard  
Catherine Kent  
James Wooten

#### **TOWN CLERK**

Diane Wilhelm

#### **SUPERINTENDENT OF WATER**

Mark Conklin

#### **ASSISTANT SUPERINTENDENT**

Thomas Kruger

**MARCH 2018**

**H2M architects + engineers**

538 Broad Hollow Rd, Melville, NY 11747

tel 631.756.8000 fax 631.694.4122

[www.h2m.com](http://www.h2m.com)

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Notice is hereby given that SEALED PROPOSALS for:

**Plant No. 4 Lime System Replacement**

**Osborne Avenue**

**H2M Project No.: RDWD 1801**

will be received by the Board of Commissioners of the Town of Riverhead at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until 11:00 A.M., Prevailing Time on **Thursday, March 22, 2018**, at which time and place they will be publicly opened and read aloud.

Plans and specifications may be examined on or after Thursday, March 8, 2018 by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and clicking on "Bid Requests". Plans and specifications are available in electronic format only from the aforementioned website.

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

The Owner reserves the right to reject any or all bids, waive any informalities and to accept such bid which, in the opinion of the Owner, is in the best interests of the Owner.

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

ACTING AS THE GOVERNING BODY  
OF THE RIVERHEAD WATER DISTRICT

TOWN CLERK, TOWN OF RIVERHEAD

**DATED: MARCH 8, 2018**

**END OF SECTION 001113**

BIDS FOR PROJECT

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

RIVERHEAD WATER DISTRICT**Plant No. 4 Lime System Replacement****H2M Project No.: RDWD 1801**PROJECT NO.: RDWD 1801TIME AND PLACE OF BID

Bids are to be submitted in sealed opaque envelopes, and will be received by the Town of Riverhead, at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, not later than **11:00 A.M.** prevailing time, on **Thursday, March 22, 2018** at which time and place they will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening of bids.

BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "PROJECT NO.: RDWD 1801, PLANT NO. 4 LIME REPLACEMENT SYSTEM FOR THE RIVERHEAD WATER DISTRICT, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK", but otherwise unmarked. Bid package shall include Proposal sheets, Qualifications of Bidder sheets, Approval of Subcontractor sheets, and the New York State Uniform Contracting Questionnaire.

PLANS AND SPECIFICATIONS

Plans and specifications may be examined on or after **Thursday, March 8, 2018** at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Bid Requests".

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

VERBAL ANSWERS

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

EXAMINATION OF SITE

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

PROPOSAL

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

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

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

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

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

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

BID BOND OR CERTIFIED CHECK

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

NAME OF BIDDER

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

QUALIFICATIONS OF BIDDERS

- (1) The Town Board reserves the right to waive any informalities in, or reject any and all bids. The Board reserves the right to reject any and all bids which do not conform to the Proposal.
- (2) All bidders must prove to the satisfaction of the Town Board that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work.
- (3) In determining the qualifications of a bidder, the Town Board will consider its record in the performance of any contracts entered into by it for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Town Board may request.
- (4) The Town Board shall be the sole judge of the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Town Board, or if the evidence submitted by, or the investigation of, such bidders fails to satisfy the Town Board that it is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

PERFORMANCE AND MAINTENANCE BOND

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

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

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

SIGNATURE OF CONTRACTOR

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

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

CONTRACTOR'S INSURANCE

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

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

RESPONSIBILITY OF BIDDER

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

LABOR RATES

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

Each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (i) plumbing and gas fitting, (ii) steam heating, hot water heating, ventilating and air conditioning apparatus and (iii) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the owner, upon a showing presented to the owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two (2) of section two hundred twenty-two (222) of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

COMPLETION OF WORK

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

RESPONSIBILITY OF CONTRACTOR

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

TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK

**END OF SECTION 002113**

**BIDDER'S DECLARATION:**

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

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

---

SIGNATURE

PRINT NAME

TITLE

DATE

**END OF SECTION 004105**

Board:

The undersigned hereby offers to furnish all labor, equipment, materials and appurtenances for **Plant No. 4 Lime System Replacement**, all in accordance with the plans and specifications prepared by H2M architects + engineers for the following unit and lump sum prices:

**ITEM 1 - MOBILIZATION AND DEMOBILIZATION**

For mobilization, demobilization, and site restoration, as specified.

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

**ITEM 2 – REMOVAL AND DISPOSAL OF EXISTING LIME STORAGE TANK & ACCESSORIES**

For all labor, materials and equipment necessary for removing and disposing of the existing 1,000-gallon aboveground lime storage tank, mixers, pumps, piping and associated equipment as shown on the Plans and/or as described in the Specifications.

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

**ITEM 3 – NEW ABOVEGROUND LIME STORAGE TANK – STEEL**

For all labor, materials and equipment necessary for the furnishing and installing of a new 800-gallon aboveground steel lime storage tank and mixer as shown on the Plans and/or as described in the Specifications.

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

**ITEM 4 – NEW LIME TREATMENT SYSTEM**

For all labor, materials and equipment necessary for the furnishing and installing of a new lime treatment system including new chemical treatment pumps, all piping, valves, and fittings, and chemical signage as shown on the Plans and/or as described in the Specifications.

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

**ITEM 5 - CASH ALLOWANCES**

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

LUMP SUM: Five Thousand & 00/100 \_\_\_\_\_ (\$ 5,000.00 )  
(Forced Bid Amount of \$5,000.00) DOLLARS

**ITEM 6 - PROJECT RECORD DOCUMENTS**

For furnishing project record documents, as-builts, and operation and maintenance manuals as described in the specification.

LUMP SUM: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Minimum Bid of \$1,000.00) DOLLARS

**ALT. ITEM 1 – NEW DUST COLLECTION AND EXHAUST SYSTEM**

For all labor, materials and equipment necessary for the furnishing and installation of a new dust collection and exhaust system including complete electrical scope as shown on the Plans and/or as described in the Specifications.

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

**TOTAL BASE BID (Sum of Items 1-6)**

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

**TOTAL ALTERNATE BID (Sum of Items 1-6 and Alt. Item 1)**

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

The Board of the Riverhead Water District reserves the right to award this contract based on either the total bid or any combination of bid items, as may be in the best interest of the Riverhead Water District. The award shall be made to the lowest responsible bidder based upon the bid items awarded. The Board reserves the right to reject any or all bids. The Board reserves the right to award this contract within forty-five (45) days of the bid opening.

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

All work shown and specified in the contract documents and included in this bid shall be completed within seventy five (75) consecutive calendar days from the date of the Notice to Proceed.

Failure of the contractor to complete all work within the specified time will subject him to liquidated damages as set forth in the contract, in the sum of five hundred dollars (\$500.00) per day, commencing with the 61st day from the date of the Notice to Proceed.

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

Each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: I) plumbing and gas fitting, II) steam heating, hot water heating, ventilating and air conditioning apparatus, and III) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the Owner, upon a showing presented to the Owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction

material costs, a change to subcontractor status as determined pursuant to paragraph (E) of subdivision two (2) of section two hundred twenty-two (222) of the labor law, or the subcontractor has become otherwise unwilling, unable, or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

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

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

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

| ADDENDUM NO. | DATED |
|--------------|-------|
| _____        | _____ |
| _____        | _____ |
| _____        | _____ |

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

**SECURITY ENCLOSED FOR THIS SECTION  
(BASE BID PLUS CONTINGENCY ITEMS)**

**YES / NO  
(Circle One)**

**PROPOSAL CERTIFICATION**

This Bid is hereby submitted by:

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

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

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

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

FEDERAL I.D. NO. OR  
SOCIAL SECURITY NO.: \_\_\_\_\_

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

DAY: \_\_\_\_\_ NIGHT: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
SIGNATURE                      PRINT NAME                      TITLE                      DATE

**END OF SECTION 004116**

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

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

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

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

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |

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

BUSINESS ADDRESS OF BIDDER: \_\_\_\_\_

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

DAY: \_\_\_\_\_ EVENING: \_\_\_\_\_

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

**END OF SECTION 004313**

**Riverhead Water District**

**Suffolk County, New York**

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

**BIDDER:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

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

**END OF SECTION 004350**

**1.0 - INDEMNITY**

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

**2.0 - LIMITATION OF LIABILITY**

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

**3.0 - NO CLAIM FOR DELAY**

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

**END OF SECTION 004355**

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

Resolved that

\_\_\_\_\_

(Name of Corporation)

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

Plant No. 4 Lime System Replacement  
(Name of Project)

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

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_

at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Seal of the Corporation)

Secretary: \_\_\_\_\_

Respectfully submitted,

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_

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

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

**END OF SECTION 004519**

Vendor Responsibility Questionnaire begins on the following page.

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

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

### COMPLETION & CERTIFICATION

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

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

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

| BUSINESS ENTITY INFORMATION   |      |  |                             |        |
|---|------|--|-----------------------------|--------|
| <u>Legal Business Name</u>  |      | <u>EIN</u><br>_____                                |                             |        |
| Address of the <u>Principal Place of Business</u> (street, city, state, zip code)   |      | <u>New York State Vendor Identification Number</u> |                             |        |
|   |      | Telephone<br>ext.                                  |                             | Fax    |
|   |      | Website  |                             |        |
| Authorized Contact for this Questionnaire   |      |  |                             |        |
| Name  |      | Telephone<br>ext.                                  |                             | Fax    |
| Title   |      | Email  |                             |        |
| 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). |      |  |                             |        |
| Type  | Name | EIN  | State or County where filed | Status |
|   |      |  |                             |        |
|   |      |  |                             |        |

| I. BUSINESS CHARACTERISTICS   |                             |                           |  |
|---|-----------------------------|---------------------------|--|
| 1.0 <u>Business Entity</u> Type – 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><br>( <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>  | Date Established            | County (if formed in NYS) |  |
| f) <input type="checkbox"/> <u>Sole Proprietor</u>  | How many years in business? |                           |  |
| g) <input type="checkbox"/> Other   | 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  | State                       |                           |  |
| <input type="checkbox"/> Other  | Country                     |                           |  |

## 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 code</u> 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?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |
| <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>  |  |  |  |
| If "Yes," provide the address and telephone number for one office located in New York State.   |  |  |  |
| 1.6 Is the Business Entity a New York State certified <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 Business Entity Official; 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<br>(Enter 0%, if not applicable) | Employment status with the firm                                  |
|  |  |  | <input type="checkbox"/> Current <input type="checkbox"/> Former |
|  |  |  | <input type="checkbox"/> Current <input type="checkbox"/> Former |
|  |  |  | <input type="checkbox"/> Current <input type="checkbox"/> Former |
|  |  |  | <input type="checkbox"/> Current <input type="checkbox"/> Former |

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

| II. AFFILIATE and JOINT VENTURE RELATIONSHIPS  |                                    |  |
|--|------------------------------------|--|
| 2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? ( <i>Attach additional pages if necessary.</i> ) |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Firm/Company Name  | Firm/Company EIN<br>(If available) | Firm/Company's Primary Business Activity                 |
| Firm/Company Address   |                                    |  |
| Explain relationship with the firm 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 <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-related 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 Business Entity completed any construction contracts?  Yes  No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts?  Yes  No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

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

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?  Yes  No

4.1 Been subject to a denial or revocation of a government prequalification?  Yes  No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?  Yes  No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?  Yes  No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?  Yes  No

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

### V. INTEGRITY – CONTRACT AWARD

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

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?  Yes  No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?  Yes  No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?  Yes  No

5.3 Had its surety called upon to complete any contract whether government or private sector?  Yes  No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?  Yes  No

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

### V. INTEGRITY – CONTRACT AWARD

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

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

### VI. CERTIFICATIONS/LICENSES

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

- |  |  |
|--|--|
| 6.0 Had a revocation or <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:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><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 |
|--|--|

*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<br><input type="checkbox"/> N/A |
| <p>8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u>?</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><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<br><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> <p style="padding-left: 20px;">(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</p> <p style="padding-left: 20px;">(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</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><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 <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> 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.</i> |  |  |
| 9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, 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.</i>                               |  |  |
| 9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> 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.)                     |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>           |  |  |
| 9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, 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.</i>                |  |  |
| 9.4 What is the <u>Business Entity's</u> Bonding Capacity?   |  |  |
| a. Single Project  |  | b. Aggregate (All Projects)                              |
| 9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:   |  |  |
| 1st Year (Indicate year )<br>Gross Sales   | 2nd Year (Indicate year )<br>Gross Sales | 3rd Year (Indicate year )<br>Gross Sales                 |
| 9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years:<br>(Estimated total value of uncompleted work on outstanding contracts)   |  |  |
| 1st Year (Indicate year )<br>Amount  | 2nd Year (Indicate year )<br>Amount      | 3rd Year (Indicate year )<br>Amount                      |
| 9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> .<br>(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).  
*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

Yes  No

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

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

**Certification**

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

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

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

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

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

Title \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

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

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

**NYS Vendor ID:**

**Vendor Name:**

| <b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b> |                |               |  |                          |                |  |
|---|----------------|---------------|--|--------------------------|----------------|--|
| <b>1.</b>   | Agency/Owner   |               | Award Date                                 | Amount                   | Date Completed |  |
|   | Contact Person | Telephone No. | Designer Architect and /or Design Engineer |                          |                |  |
| <b>2.</b>   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable     | EIN of JV, if applicable |                |  |
|   | Agency/Owner   |               | Award Date                                 | Amount                   | Date Completed |  |
| <b>3.</b>   | Contact Person | Telephone No. | Designer Architect and /or Design Engineer |                          |                |  |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable     | EIN of JV, if applicable |                |  |
| <b>4.</b>   | Agency/Owner   |               | Award Date                                 | Amount                   | Date Completed |  |
|   | Contact Person | Telephone No. | Designer Architect and /or Design Engineer |                          |                |  |
| <b>5.</b>   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable     | EIN of JV, if applicable |                |  |
|   | Agency/Owner   |               | Award Date                                 | Amount                   | Date Completed |  |
| <b>6.</b>   | Contact Person | Telephone No. | Designer Architect and /or Design Engineer |                          |                |  |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable     | EIN of JV, if applicable |                |  |
| <b>7.</b>   | Agency/Owner   |               | Award Date                                 | Amount                   | Date Completed |  |
|   | Contact Person | Telephone No. | Designer Architect and /or Design Engineer |                          |                |  |
| <b>8.</b>   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable     | EIN of JV, if applicable |                |  |
|   | Agency/Owner   |               | Award Date                                 | Amount                   | Date Completed |  |

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

**NYS Vendor ID:**

**Vendor Name:**

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

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

| <b>Question 3.1: List all current uncompleted construction contracts:</b> |                |               |  |  |                          |            |                    |  |                 |
|---|----------------|---------------|--|--|--------------------------|------------|--------------------|--|-----------------|
| <b>1.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date | Completion Date    |  |                 |
|   | Contact Person | Telephone No. |  |  |                          |            |                    |  |                 |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |            |                    |  |                 |
|   |                |               | Total Contract Amount                  |  | Amount Sublet to others  |            | Uncompleted Amount |  | Completion Date |
| <b>2.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date | Completion Date    |  |                 |
|   | Contact Person | Telephone No. |  |  |                          |            |                    |  |                 |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |            |                    |  |                 |
|   |                |               | Total Contract Amount                  |  | Amount Sublet to others  |            | Uncompleted Amount |  | Completion Date |
| <b>3.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date | Completion Date    |  |                 |
|   | Contact Person | Telephone No. |  |  |                          |            |                    |  |                 |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |            |                    |  |                 |
|   |                |               | Total Contract Amount                  |  | Amount Sublet to others  |            | Uncompleted Amount |  | Completion Date |
| <b>4.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date | Completion Date    |  |                 |
|   | Contact Person | Telephone No. |  |  |                          |            |                    |  |                 |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |            |                    |  |                 |
|   |                |               | Total Contract Amount                  |  | Amount Sublet to others  |            | Uncompleted Amount |  | Completion Date |

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

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

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

| <b>Question 3.1: List all current uncompleted construction contracts:</b> |                |               |  |  |                          |                    |                 |  |  |
|---|----------------|---------------|--|--|--------------------------|--------------------|-----------------|--|--|
| <b>1.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date         | Completion Date |  |  |
|   | Contact Person | Telephone No. |  |  |                          |                    |                 |  |  |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |                    |                 |  |  |
|   |                |               | Total Contract Amount                  | Amount Sublet to others                    |                          | Uncompleted Amount |                 |  |  |
| <b>2.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date         | Completion Date |  |  |
|   | Contact Person | Telephone No. |  |  |                          |                    |                 |  |  |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |                    |                 |  |  |
|   |                |               | Total Contract Amount                  | Amount Sublet to others                    |                          | Uncompleted Amount |                 |  |  |
| <b>3.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date         | Completion Date |  |  |
|   | Contact Person | Telephone No. |  |  |                          |                    |                 |  |  |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |                    |                 |  |  |
|   |                |               | Total Contract Amount                  | Amount Sublet to others                    |                          | Uncompleted Amount |                 |  |  |
| <b>4.</b>   | Agency/Owner   |               |  | Designer Architect and /or Design Engineer |                          | Award Date         | Completion Date |  |  |
|   | Contact Person | Telephone No. |  |  |                          |                    |                 |  |  |
|   | Contract No.   | Prime or Sub  | Joint Venture (JV) Name, if applicable |  | EIN of JV, if applicable |                    |                 |  |  |
|   |                |               | Total Contract Amount                  | Amount Sublet to others                    |                          | Uncompleted Amount |                 |  |  |

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

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

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

| <b>Question 3.1: List all current uncompleted construction contracts:</b> |                |                       |  |                         |                          |                    |
|---|----------------|-----------------------|--|-------------------------|--------------------------|--------------------|
| <b>9.</b>   | Agency/Owner   |                       |  | Award Date              | Completion Date          |                    |
|   | Contact Person | Telephone No.         | Designer Architect and /or Design Engineer |                         |                          |                    |
|   | Contract No.   | Prime or Sub          | Joint Venture (JV) Name, if applicable     |                         | EIN of JV, if applicable |                    |
|   |                | Total Contract Amount |  | Amount Sublet to others |                          | Uncompleted Amount |
| <b>10.</b>  | Agency/Owner   |                       |  | Award Date              | Completion Date          |                    |
|   | Contact Person | Telephone No.         | Designer Architect and /or Design Engineer |                         |                          |                    |
|   | Contract No.   | Prime or Sub          | Joint Venture (JV) Name, if applicable     |                         | EIN of JV, if applicable |                    |
|   |                | Total Contract Amount |  | Amount Sublet to others |                          | Uncompleted Amount |

|  |               |
|--|---------------|
| <b>Grand Total All Uncompleted Contracts</b> | <b>\$0.00</b> |
|--|---------------|

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

As of Date: \_\_\_\_\_

**ASSETS**

Current Assets

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

12. Fixed Assets

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

13. Other Assets

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

14. TOTAL ASSETS

\$ -

---

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

**LIABILITIES**

Current Liabilities

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

|                         |    |   |            |
|-------------------------|----|---|------------|
| 27. Other Liabilities   |    |   |            |
| Other (list) _____      | \$ | - |            |
| _____                   | \$ | - |            |
| Total Other Liabilities |    |   | \$ _____ - |
| 28. TOTAL LIABILITIES   |    |   | \$ _____ - |

**NET WORTH**

|  |    |   |            |
|--|----|---|------------|
| 29. Net Worth (if proprietorship or partnership) |    |   | \$ _____ - |
| 30. Stockholders' Equity                         |    |   |            |
| Common stock issued and outstanding              | \$ | - |            |
| Preferred stock issued and outstanding           | \$ | - |            |
| Retained earnings                                | \$ | - |            |
| Total  | \$ | - |            |
| Less: Treasury stock                             | \$ | - |            |
| 31. TOTAL STOCKHOLDERS' EQUITY                   |    |   | \$ _____ - |
| 32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY   |    |   | \$ _____ - |

**END OF SECTION 004546**

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

\_\_\_\_\_  
(Name of corporation or partnership)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Officer stating title) (Partner)

\_\_\_\_\_  
(Print Name of Individual)

**END OF SECTION 004547**

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

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

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

**PROJECT NO. 1**

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

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

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

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

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

Contract Period: \_\_\_\_\_

**PROJECT NO. 2**

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

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

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

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

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

Contract Period: \_\_\_\_\_

**PROJECT NO. 3**

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

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

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

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

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

Contract Period: \_\_\_\_\_

**PROJECT NO. 4**

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

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

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

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

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

Contract Period: \_\_\_\_\_

**PROJECT NO. 5**

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

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

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

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

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

Contract Period: \_\_\_\_\_

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

**BIDDER**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

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

**END OF SECTION 004550**

**THIS FORM MUST BE COMPLETED BY BIDDER AND INCLUDED IN SEPARATE SEALED ENVELOPE MARKED SUBCONTRACTORS**

Each bidder, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: a.) Plumbing and Gas Fitting; b.) Steam Heating, Hot Water Heating, Ventilating and AC Apparatus; and c.) Electrical Wiring and Standard Illuminating Fixtures. After the low bid is announced, the sealed list of subcontractors submitted by the apparent low bidder shall be opened and the names of subcontractors announced. Any change of subcontractor or agreed upon amount to be paid shall require the approval of the public owner, upon a showing of "legitimate construction need" for such change, which shall be open to public inspection.

"Legitimate construction need" shall include, but not be limited to:

A change in project specifications,

A change in construction material costs,

A change in subcontractor status as determined pursuant to paragraph (e) of subdivision two (2) of section two hundred twenty-two (222) of the labor law, or

The subcontractor has become unwilling, unable or unavailable to perform the subcontract.

The sealed list of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

|   |   |
|---|---|
| <b>NOTE:</b> This form is for "Single-Contract" projects exempt from the Wicks Law. Failure to submit this form correctly may result in disqualification of the bid.  |   |
| Contractor's Name and Address:  | Bid Date:   |
| Federal ID No.:   | Total Contract Amount:  |
| Indicate ANY work to be <b>self-performed</b> by the contractor in the following categories (check all that apply):   | <input type="checkbox"/> Plumbing and Gas Fitting<br><input type="checkbox"/> Steam Heating, Hot Water Heating, Ventilating and AC Apparatus<br><input type="checkbox"/> Electric Wiring and Standard Illuminating Fixtures |
| If ALL contract work is to be self-performed, i.e., <b>no subcontractors</b> will be used, please check here <input type="checkbox"/> , skip to the bottom of the last page of the form, and sign it as required. |   |

| Subcontractor's Name, Address and Federal ID No. | Check <b>only</b> one.                |   |  | Subcontractor's Contract Amount |
|--|---------------------------------------|---|--|---------------------------------|
|  | Plumbing and Gas Fitting<br><br>_____ | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus<br><br>_____ | Electrical Wiring and Standard Illuminating Fixture<br><br>_____ |                                 |
| General Description of Work:                     |                                       |   |  |                                 |

| Subcontractor's Name, Address and Federal ID No. | Check <b>only</b> one.                |   |  | Subcontractor's Contract Amount |
|--|---------------------------------------|---|--|---------------------------------|
|  | Plumbing and Gas Fitting<br><br>_____ | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus<br><br>_____ | Electrical Wiring and Standard Illuminating Fixture<br><br>_____ |                                 |
| General Description of Work:                     |                                       |   |  |                                 |

| Subcontractor's Name, Address and Federal ID No. | Check <b>only</b> one.                |   |  | Subcontractor's Contract Amount |
|--|---------------------------------------|---|--|---------------------------------|
|  | Plumbing and Gas Fitting<br><br>_____ | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus<br><br>_____ | Electrical Wiring and Standard Illuminating Fixture<br><br>_____ |                                 |
| General Description of Work:                     |                                       |   |  |                                 |

| Subcontractor's Name, Address and Federal ID No. | Check <b>only</b> one.                |   |  | Subcontractor's Contract Amount |
|--|---------------------------------------|---|--|---------------------------------|
|  | Plumbing and Gas Fitting<br><br>_____ | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus<br><br>_____ | Electrical Wiring and Standard Illuminating Fixture<br><br>_____ |                                 |
| General Description of Work:                     |                                       |   |  |                                 |

|   |
|---|
| <p>This form must be filled out completely and legibly, signed by a company authorized representative and included in <b>a separate, sealed envelope</b> within the bid envelope. Use additional pages if needed.</p> <p><b>Failure to complete this form accurately and in its entirety will result in disqualification of the bid.</b></p> <p>Company Authorized Signature: _____ Date: _____</p> <p>Title: _____</p> |
|---|

END OF SECTION 004552

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

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

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

**END OF SECTION 004555**

CONTRACT IN QUADRUPLICATE FOR PLANT NO. 4 LIME SYSTEM REPLACEMENT  
- RDWD 1801 AT TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK,  
dated \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN THE TOWN BOARD OF THE TOWN OF  
RIVERHEAD, SUFFOLK COUNTY, NEW YORK, acting for and in behalf of the RIVERHEAD  
WATER DISTRICT (herein called the TOWN DISTRICT),  
and \_\_\_\_\_  
herein called the CONTRACTOR).

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

This Contract is hereby awarded to the CONTRACTOR for the work and material  
called for under his bid in the Proposal section of the Contract and designated as  
Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if required by the District Engineers, Items: \_\_\_\_\_  
\_\_\_\_\_

for the sum of: \_\_\_\_\_  
\_\_\_\_\_(\$ \_\_\_\_\_ )

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

1. CONTRACT DOCUMENTS AND DEFINITIONS

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

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

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

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

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

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

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order,

designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved or acceptable to, or satisfactory to, in the judgment of the Engineer.

2. SCOPE OF THE WORK

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

3. COMPENSATION TO BE PAID TO THE CONTRACTOR

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

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

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

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allowances made by the Contractor to subcontractors, additional premiums upon the Performance Bond of the Contractor and the use of small tools.

4. TIME OF ESSENCE

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

5. COMMENCEMENT OF WORK

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

6. TIME FOR COMPLETION

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

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

7. LIQUIDATED DAMAGES FOR DELAY

The time limit being essential to and of the essence of this Contract, the Contractor hereby agrees that the TOWN DISTRICT shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this agreement, the sum of FIVE HUNDRED DOLLARS (\$500.00) per day, which amount is hereby agreed upon, fixed and determined by the parties hereto as the LIQUIDATED DAMAGES, including overhead charges, services, inspector's wages, and interest on the money invested, that the TOWN DISTRICT will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its

completion, provided, however, that the TOWN DISTRICT shall have the right to extend the time for the completion of said work.

8. EXTENSIONS OF TIME - NO WAIVER

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

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

9. CONTRACT SECURITY

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

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

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

10. CONTRACTOR'S INSURANCE

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

Compensation Insurance

Public Liability and Property Damage Insurance

Contractor's Protective Liability and Property Damage Insurance

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

Automobile Public Liability and Property Damage Insurance

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

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

B. 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 and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

- (1) Public Liability Insurance in the amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person in

an amount not less than ONE MILLION DOLLARS (\$1,000,000.) on account of one accident.

- (2) Property Damage Insurance in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for damages on account of any one accident and in an amount of not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.) for damages on account of all accidents.

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.

D. Owner's Protective Public Liability and Property Damage Insurance - (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and/or H2M architects + engineers as ENGINEERS) - The Contractor shall furnish to the TOWN DISTRICT 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 DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and/or H2M architects + engineers, as ENGINEERS, providing for a limit of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.) 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 HUNDRED THOUSAND DOLLARS (\$100,000.) for all damages arising out of injury to, or destruction of, property in any one accident and subject to that limit per accident a total (or aggregate) limit of TWO HUNDRED THOUSAND DOLLARS (\$200,000.) for all damages arising out of injury to, or destruction of property during the policy period. The insurance must fully cover the legal liability of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and/or H2M architects + engineers, as ENGINEERS. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.

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 from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- (1) Automobile Public Liability Insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.) for bodily injuries,

including wrong-ful death by any one person, and subject to the same limit for each person in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) on account of one accident.

- (2) Automobile Property Damage Insurance in an amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for damages on account of any one accident and in an amount of not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.) for damages on account of all accidents.

#### 11. PROOF OF CARRIAGE OF INSURANCE

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

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

#### 12. COMPLIANCE WITH LABOR AND PENAL LAWS

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

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

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

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

Section 220D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain the provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and, upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum or nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

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

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

13. PAYMENT OF EMPLOYEES

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

14. ESTIMATES AND PAYMENTS

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

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

Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable Contract and/or applicable laws.

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

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

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

15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall be, and shall operate as a release to the TOWN DISTRICT from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the TOWN DISTRICT and other relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if these payments be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

16. CONSTRUCTION REPORTS

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

rather to enable the Engineer to coordinate the work of the Contractor with work required of and to be performed by others.

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

## 17. INSPECTION AND TESTS

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

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

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

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

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

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

18. PLANS AND SPECIFICATIONS - INTERPRETATIONS

The Contractor shall keep at the site of the work one (1) copy of the Plans and Specifications signed and identified by the Engineer. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Plans and Specifications, the Plans shall govern. Any discrepancy between the figures and drawings shall be submitted to the Engineer, whose decision therein shall be conclusive.

19. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

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

20. CONTRACTOR'S TITLE TO MATERIALS

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

21. SUPERINTENDENCE BY CONTRACTOR

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

22. PROTECTION OF WORK, PERSONS AND PROPERTY

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

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

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

23. PATENT RIGHTS

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the TOWN DISTRICT for any loss on account of any infringement of any patent rights, unless prior to his use in the work of a particular process or a product of a particular manufacturer, he notifies the TOWN DISTRICT in writing that such process or product is an infringement of a patent.

24. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

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

SECTION 005209 - CONTRACT

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

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

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

25. AUTHORITY OF THE ENGINEER

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

26. SURVEYS

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

27. CHANGES AND ALTERATIONS

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

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

28. CORRECTION OF WORK

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

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

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

29. WEATHER CONDITIONS

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

30. THE TOWN DISTRICT'S RIGHT TO WITHHOLD PAYMENTS

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

A. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

B. To protect the TOWN DISTRICT from loss due to defective work not remedied; or

C. To protect the TOWN DISTRICT from loss due to injury to persons or damage to the work or property of other contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The TOWN DISTRICT shall have the right, as agent for the Contractor, to apply any such amount so withheld in such manner as the TOWN DISTRICT may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

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

If:

A. The Contractor shall file for any form of bankruptcy relief or make an assignment for the benefit of creditors; or

B. A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or

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

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

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

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

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

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

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

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

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

33. RESPONSIBILITY OF WORK

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

34. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injury to persons or damages to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors, or other contractors;
- C. To place upon any of the completed work only such superimposed loads as are consistent with the safety of that portion of the work;
- D. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance;
- E. Before the Engineer's approval of the Final Payment Request, to remove all surplus material, temporary structures, plants of any description and debris of any and every nature resulting from his operations and to put the site in a neat and orderly condition.

35. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

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

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

36. SUITS AT LAW

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

37. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

38. SUBLETTING, SUCCESSOR AND ASSIGNS

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

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

RIVERHEAD WATER DISTRICT

BY: \_\_\_\_\_ (TOWN SEAL)  
LAURA JENS-SMITH, SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

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

TITLE: \_\_\_\_\_ (SEAL)

STATE OF NEW YORK )

) ss:

COUNTY OF SUFFOLK )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came LAURA JENS-SMITH, to me known, who being by me duly sworn, did depose and say that he is the duly elected SUPERVISOR of the TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, NEW YORK, and that at a meeting of the Town Board of the Town of Riverhead, duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, Resolution No. \_\_\_\_\_, the said Board, also acting in its capacity as the Governing Body of the Riverhead Water District, authorized the said SUPERVISOR to execute all and any contracts on behalf of the Board; that he knows the seal of said Town, and that the said Water District seal is also the seal of the Town of Riverhead; that the seal affixed to the foregoing instrument is its corporate seal; that it was affixed thereto by order of the said Board, and that he signed his name thereto and executed the said instrument on behalf of the said Water District by like order and authority.

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK )

) ss:

COUNTY OF )

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

\_\_\_\_\_

NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK )

) ss:

COUNTY OF )

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

\_\_\_\_\_

NOTARY PUBLIC

**END OF SECTION 005209**

Wage Rates begin on the following page.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Riverhead Water District

Austin Payret  
H2M Group  
538 Broad Hollow Rd  
Melville NY 11747

Schedule Year 2017 through 2018  
Date Requested 02/16/2018  
PRC# 2018001856

Location Riverhead  
Project ID# RDWD 1801  
Project Type Replace the existing 1,000 Gallon Lime Storage Tank and Feed System at Plant No. 4 on Osborn Avenue in Riverhead.

### 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 2017 through June 2018. 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.state.ny.us](http://www.labor.state.ny.us). 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 "[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 from 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.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

## Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least Five (5) years from the project's date of completion. [See Spota Bill Notice](#). 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 NYS DOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Riverhead Water District

Austin Payret  
H2M Group  
538 Broad Hollow Rd  
Melville NY 11747

Schedule Year 2017 through 2018  
Date Requested 02/16/2018  
PRC# 2018001856

Location Riverhead  
Project ID# RDWD 1801  
Project Type Replace the existing 1,000 Gallon Lime Storage Tank and Feed System at Plant No. 4 on Osborn Avenue in Riverhead.

### 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: _____<br>_____                       |  |            |
| 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



# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### 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' concerns with regard to 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.*

**NOTE:** This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**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.

# **Construction Industry Fair Play Act**

## **Required Posting For Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov).

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.state.ny.us](mailto:dol.misclassified@labor.state.ny.us) .



# WORKER NOTIFICATION

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

*Effective February 24, 2008*

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.state.ny.us](http://www.labor.state.ny.us) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

# Attention Employees

**THIS IS A: PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

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

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

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

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

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



# **OSHA 10-hour Construction Safety and Health Course – S1537-A**

*Effective July 18, 2008*

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

## Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: [mailto:japs@buffalo.edu](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osh.cfm](http://www.keene.edu/courses/print/courses_osh.cfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

# Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 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.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

**Regarding Use of Form PW30.1  
(Previously 30R)**

**“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”**

### **To use the ‘4 Day / 10 Hour Work Schedule’:**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

***AND***

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

***REMEMBER...***

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

**(Please note :** For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

# Instructions for Completing Form PW30.1

(Previously 30R)

## “Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

### ***Before completing Form PW30.1 check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### **Instructions (Type or Print legibly):**

#### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

#### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

\*\*\**Do not write in any additional Classifications or Counties.*\*\*\*

#### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

#### Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman  
State Office Campus  
Building 12, Room 130  
Albany, New York 12240  
Phone: (518) 457-5589 | Fax: (518) 485-1870  
[www.labor.ny.gov](http://www.labor.ny.gov)

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a **Dispensation of Hours** in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please **type or print** the requested information and then **mail or fax** to the address above.

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

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

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*  
*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

### Requestor Information

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

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

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- |     |                             |     |                                 |
|-----|-----------------------------|-----|---------------------------------|
| 1.  | Albany County               | 33. | Oneida County                   |
| 2.  | Allegany County             | 34. | Onondaga County                 |
| 3.  | Bronx County                | 35. | Ontario County                  |
| 4.  | Broome County               | 36. | Orange County                   |
| 5.  | Cattaraugus County          | 37. | Orleans County                  |
| 6.  | Cayuga County               | 38. | Oswego County                   |
| 7.  | Chautauqua County           | 39. | Otsego County                   |
| 8.  | Chemung County              | 40. | Putnam County                   |
| 9.  | Chenango County             | 41. | Queens County                   |
| 10. | Clinton County              | 42. | Rensselaer County               |
| 11. | Columbia County             | 43. | Richmond County (Staten Island) |
| 12. | Cortland County             | 44. | Rockland County                 |
| 13. | Delaware County             | 45. | Saint Lawrence County           |
| 14. | Dutchess County             | 46. | Saratoga County                 |
| 15. | Erie County                 | 47. | Schenectady County              |
| 16. | Essex County                | 48. | Schoharie County                |
| 17. | Franklin County             | 49. | Schuyler County                 |
| 18. | Fulton County               | 50. | Seneca County                   |
| 19. | Genesee County              | 51. | Steuben County                  |
| 20. | Greene County               | 52. | Suffolk County                  |
| 21. | Hamilton County             | 53. | Sullivan County                 |
| 22. | Herkimer County             | 54. | Tioga County                    |
| 23. | Jefferson County            | 55. | Tompkins County                 |
| 24. | Kings County (Brooklyn)     | 56. | Ulster County                   |
| 25. | Lewis County                | 57. | Warren County                   |
| 26. | Livingston County           | 58. | Washington County               |
| 27. | Madison County              | 59. | Wayne County                    |
| 28. | Monroe County               | 60. | Westchester County              |
| 29. | Montgomery County           | 61. | Wyoming County                  |
| 30. | Nassau County               | 62. | Yates County                    |
| 31. | New York County (Manhattan) |     |                                 |
| 32. | Niagara County              |     |                                 |

### Job Classification Checklist

**(Place a checkmark by all classifications that will be using the 4/10 schedule)**

*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

| <b>Job Classification</b>            | <b>Tag #</b>   | <b>Entire Counties</b>  | <b>Partial Counties</b> | <b>Check Box</b> |
|--------------------------------------|----------------|---|-------------------------|------------------|
| Carpenter – Building                 | 276B-All       | 7   | 2, 5                    |                  |
| Carpenter – Building                 | 276B-Cat       | 15  | 5                       |                  |
| Carpenter – Building                 | 276-B-LIV      | 26, 28, 35, 59  | 61                      |                  |
| Carpenter – Building                 | 276B-Gen       | 19, 32, 37  | 61                      |                  |
| Carpenter – Heavy & Highway          | 276HH-All      | 2, 5, 7   |                         |                  |
| Carpenter – Heavy & Highway          | 276HH-Erie     | 15  |                         |                  |
| Carpenter – Heavy & Highway          | 276HH- Gen     | 19, 32, 37, 61  |                         |                  |
| Carpenter – Heavy & Highway          | 276HH-Liv      | 26, 28, 35, 59  |                         |                  |
| Carpenter – Residential              | 276R-All       | 7   | 2, 5                    |                  |
| Carpenter – Building                 | 277B-Bro       | 4, 54   |                         |                  |
| Carpenter – Building                 | 277B-CAY       | 6, 50, 62   |                         |                  |
| Carpenter – Building                 | 277B-CS        | 8, 12, 49, 51, 55   | 2                       |                  |
| Carpenter – Building                 | 277 JLS        | 23, 25, 45  |                         |                  |
| Carpenter – Building                 | 277 omh        | 22, 27, 33  |                         |                  |
| Carpenter – Building                 | 277 On         | 34  |                         |                  |
| Carpenter – Building                 | 277 Os         | 38  |                         |                  |
| Carpenter – Building                 | 277CDO<br>Bldg | 9, 13, 39   |                         |                  |
| Carpenter – Heavy & Highway          | 277CDO<br>HH   | 9, 13, 39   |                         |                  |
| Carpenter – Heavy & Highway          | 277HH-BRO      | 4, 6, 8, 12, ,22, 23, 25, 27, 33, 34,<br>38, 45, 49, 50, 51, 54, 55, 62 |                         |                  |
| Carpenter – Building                 | 291B-Alb       | 1, 18, 20, 29, 42, 47, 48   |                         |                  |
| Carpenter – Building                 | 291B-Cli       | 10, 16, 17  |                         |                  |
| Carpenter – Building                 | 291B-Ham       | 21, 57, 58  |                         |                  |
| Carpenter – Building                 | 291B-Sar       | 46  |                         |                  |
| Carpenter – Heavy & Highway          | 291HH-Alb      | 1, 10, 16, 17,18, 20, 21, 29, 42, 46,<br>47, 48, 57, 58                 |                         |                  |
| Electrician                          | 25m            | 30, 52  |                         |                  |
| Electrician – Teledata Cable Splicer | 43             | 12, 22, 27, 33, 38  | 6, 9, 34, 39, 55, 59    |                  |

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

| Job Classification       | Tag #                   | Entire Counties  | Partial Counties   | Check Box |
|--------------------------|-------------------------|--|--------------------|-----------|
| Electrician              | 86                      | 26, 28   | 19, 35, 37, 59, 61 |           |
| Electrician              | 840 Teledata and 840 Z1 | 62   | 6, 34, 35, 50, 59  |           |
| Electrician              | 910                     | 10, 16, 17, 23, 25, 45   |                    |           |
| Electrical Lineman       | 1049Line/Gas            | 30, 41, 52   |                    |           |
| Electrical Lineman       | 1249a                   | 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62 |                    |           |
| Electrical Lineman       | 1249a West              | 60   |                    |           |
| Electrical Lineman       | 1249a-LT                | 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62                         |                    |           |
| Electrical Lineman       | 1249aREG8LT             | 11, 14, 36, 40, 44, 56   |                    |           |
| Electrical Lineman       | 1249aWestLT             | 60   |                    |           |
| Elevator Constructor     | 138                     | 11, 14, 20, 36, 40, 53, 56   | 13, 44, 60         |           |
| Elevator Constructor     | 14                      | 2, 5, 7, 15, 19, 32, 37, 61  |                    |           |
| Elevator Constructor     | 27                      | 8, 26, 28, 35, 49, 50, 51, 59, 62  |                    |           |
| Elevator Constructor     | 35                      | 1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58  |                    |           |
| Elevator Constructor     | 62.1                    | 4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55  | 13                 |           |
| Glazier                  | 201                     | 1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58  |                    |           |
| Glazier                  | 660r                    | 2, 5, 7, 15, 19, 32, 37, 61  |                    |           |
| Glazier                  | 660                     | 2, 5, 7, 15, 19, 32, 37, 61  |                    |           |
| Glazier                  | 677.1                   | 23, 25, 26, 28, 35, 45, 50, 59, 62   |                    |           |
| Glazier                  | 677Z-2                  | 6, 12, 22, 27, 33, 34, 38  |                    |           |
| Glazier                  | 677z3                   | 4, 8, 9, 13, 39, 49, 51, 54, 55  |                    |           |
| Glazier                  | 677r.2                  | 6, 12, 22, 27, 33, 34, 38  |                    |           |
| Insulator – Heat & Frost | 30-Syracuse             | 4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55   |                    |           |
| Laborer – Building       | 621b                    | 2, 7   | 5                  |           |
| Laborer – Building       | 633 bON                 | 34   |                    |           |

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

| Job Classification             | Tag #      | Entire Counties   | Partial Counties | Check Box |
|--------------------------------|------------|---|------------------|-----------|
| Laborer – Building             | 633b Cay   | 6   |                  |           |
| Laborer – Building             | 633bOS     | 38  |                  |           |
| Laborer – Building             | 785(7)     | 4   | 9, 13, 54        |           |
| Laborer – Building             | 785B-CS    | 8, 51   | 49               |           |
| Laborer – Building             | 7-785b     | 12, 55  | 49, 54           |           |
| Laborers – Heavy & Highway     | 157h/h     | 47  | 18, 29, 46       |           |
| Laborers – Heavy & Highway     | 190 h/h    | 1, 42, 58   | 11, 20, 46       |           |
| Laborers – Heavy & Highway     | 35/2h      | 21, 22, 27, 33  | 18, 29           |           |
| Laborer – Residential          | 621r       | 2, 7  | 5                |           |
| Laborers – Tunnel              | 157        | 47  | 18, 29, 46       |           |
| Laborers – Tunnel              | 35T        | 21, 22, 27, 33  | 18, 29           |           |
| Laborers – Tunnel              | 190        | 1, 42, 58   | 11, 20, 46       |           |
| Mason – Building               | 2TS.1      | 1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58 |                  |           |
| Mason – Building               | 2TS.2      | 22, 23, 25, 33, 45  | 27               |           |
| Mason – Building               | 2TS.3      | 6, 34, 38   | 27               |           |
| Mason – Building               | 2b-on      | 34  |                  |           |
| Mason – Building               | 2b.1       | 1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58                 | 57               |           |
| Mason – Building               | 2b.2       | 22, 33  | 25               |           |
| Mason – Building               | 2b.3       | 6, 34   | 27               |           |
| Mason – Building               | 2b.4       | 38  |                  |           |
| Mason – Building               | 2b.5       | 23  | 25               |           |
| Mason – Building               | 2b.6       | 45  |                  |           |
| Mason – Building               | 2b.8       | 10, 16, 17  | 57               |           |
| Mason – Building               | 3b-Co-Z2   | 8, 49, 51   | 2                |           |
| Mason – Building               | 3B-Z1      | 19, 26, 28, 35, 50, 59, 61, 62                            |                  |           |
| Mason – Building – Residential | 3B-Z1R     | 19, 26, 28, 35, 50, 59, 61, 62                            |                  |           |
| Mason – Building               | 3B-Bing-Z2 | 4, 9, 13, 39, 54  |                  |           |
| Mason – Building               | 3B-lth-Z2  | 12, 55  |                  |           |

### Job Classification Checklist

**(Place a checkmark by all classifications that will be using the 4/10 schedule)**

*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

| <b>Job Classification</b>            | <b>Tag #</b>   | <b>Entire Counties</b>   | <b>Partial Counties</b> | <b>Check Box</b> |
|--------------------------------------|----------------|--|-------------------------|------------------|
| Mason – Building                     | 3B-Jam-Z2      | 7  | 2, 5                    |                  |
| Mason – Building – Residential       | 3B-Jam-Z2R     | 2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55  | 5                       |                  |
| Mason – Building                     | 3B-Z3          | 15, 32   | 5                       |                  |
| Mason – Building                     | 3B-Z3.Orleans  | 37   |                         |                  |
| Mason – Residential                  | 3B-Z3R         | 15, 32   | 5                       |                  |
| Mason – Residential                  | 3B-z3R.Orleans | 37   |                         |                  |
| Mason - Heavy & Highway              | 3h             | 2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62                                    | 5, 15, 32               |                  |
| Mason – Tile Finisher                | 3TF-Z1         | 19, 26, 28, 35, 50, 59, 61, 62   |                         |                  |
| Mason – Tile Finisher                | 3TF-Z2         | 2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55  | 5                       |                  |
| Mason – Tile Finisher                | 3TF-Z3         | 15, 32, 37   | 5                       |                  |
| Mason – Tile Finisher                | 3TF-Z1R        | 19, 26, 28, 35, 50, 59, 61, 62   |                         |                  |
| Mason – Tile Finisher                | 3TF-Z2R        | 2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55   | 5                       |                  |
| Mason – Tile Finisher                | 3TF-Z3R        | 15, 32, 37   | 5                       |                  |
| Mason – Tile Setter                  | 3TS-Z1         | 19, 26, 28, 35, 50, 59, 61, 62   |                         |                  |
| Mason – Tile Setter Residential      | 3TS-Z1R        | 19, 26, 28, 35, 50, 59, 61, 62   |                         |                  |
| Mason – Tile Setter                  | 3TS-Z2         | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55  | 5                       |                  |
| Mason – Tile Setter Residential      | 3TS-Z2R        | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55  | 5                       |                  |
| Mason – Tile Setter                  | 3TS-Z3         | 15, 32, 37   | 5                       |                  |
| Mason – Tile Setter Residential      | 3TS-Z3R        | 15, 32, 37   | 5                       |                  |
| Mason – Building/Heavy & Highway     | 780            | 3, 24, 30, 31, 41, 43, 52  |                         |                  |
| Operating Engineer - Heavy & Highway | 137H/H         | 40, 60   | 14                      |                  |
| Operating Engineer – Heavy & Highway | 158-832H       | 2, 8, 26, 28, 35, 49, 51, 59, 62   | 19                      |                  |
| Operating Engineer – Heavy & Highway | 158-H/H        | 1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58                                  |                         |                  |
| Operating Engineer – Heavy & Highway | 158-545h       | 6, 12, 23, 25, 27, 33, 38, 45, 50, 55  |                         |                  |
| Painter                              | 1456-LS        | 1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60 |                         |                  |
| Painter                              | 150            | 28, 59, 62   | 26, 35                  |                  |

### Job Classification Checklist

**(Place a checkmark by all classifications that will be using the 4/10 schedule)**

*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

| <b>Job Classification</b>            | <b>Tag #</b>        | <b>Entire Counties</b>                | <b>Partial Counties</b> | <b>Check Box</b> |
|--------------------------------------|---------------------|---------------------------------------|-------------------------|------------------|
| Painter                              | 178 B               | 4, 9, 54                              |                         |                  |
| Painter                              | 178 E               | 8, 49                                 | 51                      |                  |
| Painter                              | 178 I               | 12, 55                                |                         |                  |
| Painter                              | 178 O               | 13, 39                                |                         |                  |
| Painter                              | 31                  | 6, 22, 27, 33, 34, 50                 | 25, 35, 38              |                  |
| Painter                              | 38.O                |                                       | 38                      |                  |
| Painter                              | 38.W                | 23, 45                                | 25                      |                  |
| Painter                              | 4-<br>Buf,Nia,Olean | 2, 15, 19, 32, 37, 61                 | 5, 7, 26, 51            |                  |
| Painter                              | 4-Jamestown         |                                       | 5, 7                    |                  |
| Sheetmetal Worker                    | 46                  | 26, 28, 35, 50, 59, 62                |                         |                  |
| Sheetmetal Worker                    | 46r                 | 26, 28, 35, 50, 59, 62                |                         |                  |
| Teamsters – Heavy & Highway          | 294h/h              | 1, 11, 18, 20, 29, 42, 46, 47, 48, 58 | 57                      |                  |
| Teamsters – Heavy & Highway          | 317bhh              | 6, 12, 50, 51, 55, 62                 | 2                       |                  |
| Teamsters - Building/Heavy & Highway | 456                 | 40, 60                                |                         |                  |

## 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.

#### 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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

#### 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.state.ny.us](http://www.labor.state.ny.us)) 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** **02/01/2018**

**JOB DESCRIPTION** Asbestos Worker **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**  
 Per Hour: 07/01/2017

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** **02/01/2018**

**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: 07/01/2017 01/01/2018

Boilermaker \$ 55.23 \$ 57.17  
 Repairs & Renovations \$ 55.23 \$ 57.17

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2017 01/01/2018  
 Boilermaker 32% of hourly 32% of hourly  
 Repair \$ Renovations Wage Paid Wage Paid  
 + \$ 25.27 + \$ 25.35

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

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

**OVERTIME PAY**  
 See (D, O) on OVERTIME PAGE  
 Repairs & Renovation see (B,E,Q)

**HOLIDAY**

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE  
 NOTE: \*Employee must work in pay week to receive Holiday Pay.  
 \*\*Employee gets 4 times the hourly wage rate for working Labor Day.

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits Per Hour:

| Apprentice(s) | 07/01/2017                                | 01/01/2018                                |
|---------------|---|---|
|               | 32% of Hourly Wage Paid Plus Amount Below | 32% of Hourly Wage Paid Plus Amount Below |
| 1st Term      | \$ 19.35                                  | \$ 19.37                                  |
| 2nd Term      | 20.20                                     | 20.22                                     |
| 3rd Term      | 21.04                                     | 21.06                                     |
| 4th Term      | 21.89                                     | 21.92                                     |
| 5th Term      | 22.74                                     | 22.77                                     |
| 6th Term      | 23.60                                     | 23.62                                     |
| 7th Term      | 24.43                                     | 24.46                                     |

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

4-5

**Carpenter** **02/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2017

|             |          |
|-------------|----------|
| Piledriver  | \$ 51.63 |
| Dockbuilder | \$ 51.63 |

**SUPPLEMENTAL BENEFITS**

Per hour worked:

|               |          |
|---------------|----------|
| Journeyworker | \$ 48.62 |
|---------------|----------|

**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     |
| \$20.65 | \$25.82 | \$33.56 | \$41.30 |

Supplemental benefits per hour:

|             |          |
|-------------|----------|
| Apprentices | \$ 32.49 |
|-------------|----------|

8-1556 Db

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**Carpenter** **02/01/2018**

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**JOB DESCRIPTION** Carpenter **DISTRICT 8**

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**  
Per hour: 07/01/2017

Carpet/Resilient  
Floor Coverer \$ 50.50

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

**SUPPLEMENTAL BENEFITS**  
Per hour worked: \$ 45.85

**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     |
|--|---------|---------|---------|---------|
|  | \$20.20 | \$25.25 | \$32.83 | \$40.40 |

Supplemental benefits per hour - all apprentice terms:  
\$ 31.11

8-2287

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**Carpenter** **02/01/2018**

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**JOB DESCRIPTION** Carpenter **DISTRICT 8**

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

**WAGES**  
Per Hour: 07/01/2017

Marine Construction:  
Marine Diver \$ 65.38  
Marine Tender 46.44

**SUPPLEMENTAL BENEFITS**  
Per Hour Worked:  
Journeyman \$ 48.62

**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

8-1456MC

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**Carpenter** **02/01/2018**

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**JOB DESCRIPTION** Carpenter **DISTRICT 8**

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

**WAGES**

Per hour: 07/01/2017

Building  
Millwright \$ 51.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Millwright \$ 52.38

**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.

\* Must show up to work

**REGISTERED APPRENTICES**

Wages per hour:

(1) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st.    | 2nd.    | 3rd.    | 4th.    |
| \$28.33 | \$33.48 | \$38.63 | \$48.93 |

Supplemental benefits per hour paid:

(1) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st.    | 2nd.    | 3rd.    | 4th.    |
| \$34.25 | \$37.85 | \$42.10 | \$48.66 |

8-740.1

**Carpenter**

**02/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2017

Timberman \$ 46.99

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

07/01/2017

\$ 48.23

**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:

( 1 ) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     |
| \$18.80 | \$23.50 | \$30.54 | \$37.59 |

Supplemental benefits per hour:

\$ 32.30

8-1556 Tm

**Carpenter** **02/01/2018**

**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:                 | 07/01/2017 | 10/17/2017 |
| Core Drilling:<br>Driller | \$ 38.82   | \$ 39.69   |
| Driller Helper            | 30.96      | 31.62      |

Note: Hazardous Waste Pay Differential:

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

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

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

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

**SUPPLEMENTAL BENEFITS**

|                    |            |            |
|--------------------|------------|------------|
| Per hour worked:   | 07/01/2017 | 10/17/2017 |
| Driller and Helper | \$ 24.66   | \$ 25.45   |

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway** **02/01/2018**

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

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

|                              |            |
|------------------------------|------------|
| Per Hour:                    | 07/01/2017 |
| Carpenter<br>(Building)      | \$ 49.02   |
| Carpenter<br>(Heavy Highway) | \$ 49.02   |

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                              |          |
|------------------------------|----------|
| Both Carpenter<br>Categories | \$ 31.47 |
|------------------------------|----------|

**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      |
| \$ 23.48 | \$ 27.61 | \$ 29.68 | \$ 33.81 |

Supplemental Benefits  
 Per Hour:

All Terms: \$ 17.95

4-Reg.Council Nass/Suff

**Electrician**

**02/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

|  |            |            |
|--|------------|------------|
| Per Hour:  | 07/01/2017 | 04/28/2018 |
| Telephone and Intergrated Tele-Data System Electrician | \$ 37.13   | \$ 37.48   |

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment 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 + \$18.02 | 16% of Hourly Wage Paid + \$18.68 |
|-----------------------|-----------------------------------|-----------------------------------|

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**

**02/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

|                                    |            |            |
|------------------------------------|------------|------------|
| Per Hour:                          | 07/01/2017 | 03/30/2018 |
| Electrician Electrical Maintenance | \$ 42.70   | \$ 43.20   |
| Traffic Signal                     | \$ 43.60   | \$ 44.10   |

**"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<br>Wage Paid + \$17.20 | 12% of Hourly<br>Wage Paid + \$17.61 |
|-------------|--------------------------------------|--------------------------------------|

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:

|     | Apprentices Hired<br>Prior to 04/26/2014 | Apprentices Hired<br>After 04/26/2014 |
|-----|--|---------------------------------------|
|     | 07/01/2017-<br>06/30/2018                | 07/01/2016-<br>06/30/2018             |
| 1st | 12% + \$9.90                             | 3% + \$3.66                           |
| 2nd | 12% + \$10.79                            | 8% + \$4.20                           |
| 3rd | 12% + \$11.70                            | 9% + \$5.24                           |
| 4th | 12% + \$12.59                            | 10% + \$ 7.00                         |
| 5th | 12% + \$13.48                            | 11% + \$10.95                         |
| 6th | 12% + \$13.66                            | 12% + \$14.05                         |

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

**Electrician**

**02/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

|             |            |            |
|-------------|------------|------------|
| Per Hour:   | 07/01/2017 | 04/30/2018 |
| Electrician |            |            |
| Pump & Tank | \$ 41.05   | \$ 41.65   |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|             |                            |                            |
|-------------|----------------------------|----------------------------|
| Electrician |                            |                            |
| Pump & Tank | 65.25%<br>of *Wage<br>Paid | 65.25%<br>of *Wage<br>Paid |

\*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 Term | \$ 12.32 | \$ 12.50 |
| 2nd Term | \$ 14.37 | \$ 14.58 |

|          |          |          |
|----------|----------|----------|
| 3rd Term | \$ 16.42 | \$ 16.66 |
| 4th Term | \$ 18.47 | \$ 18.74 |
| 5th Term | \$ 24.63 | \$ 24.99 |
| 6th Term | \$ 28.74 | \$ 29.16 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|           |                            |                           |
|-----------|----------------------------|---------------------------|
| All Terms | 65.25%<br>of *Wage<br>Paid | 65.25%<br>of Wage<br>Paid |
|-----------|----------------------------|---------------------------|

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

**Electrician**

**02/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

|                     |            |            |
|---------------------|------------|------------|
| Per Hour:           | 07/01/2017 | 04/28/2018 |
| Electrician/Wireman | \$ 51.50   | \$ 51.75   |
| HVAC Controls       | 51.50      | 51.75      |
| Fire Alarms         | 51.50      | 51.75      |

**SUPPLEMENTAL BENEFITS**

|   |                                      |                                      |
|---|--------------------------------------|--------------------------------------|
| Per Hour:                               | 07/01/2017                           | 04/28/2018                           |
| Electrician/Wireman<br>(all categories) | 16% of Hourly<br>Wage Paid + \$24.96 | 16% of Hourly<br>Wage Paid + \$25.26 |

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

**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

**REGISTERED APPRENTICES**

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

|     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| 35% | 35% | 40% | 45% | 60% | 75% |

Supplemental Benefits Per Hour:

|     |               |               |
|-----|---------------|---------------|
|     | 07/01/2017    | 04/28/2018    |
| 1st | 3% + \$2.87   | 3% + \$2.87   |
| 2nd | 8% + \$4.84   | 8% + \$4.84   |
| 3rd | 9% + \$6.04   | 9% + \$6.04   |
| 4th | 10% + \$8.19  | 10% + \$8.19  |
| 5th | 13% + \$11.03 | 13% + \$11.03 |
| 6th | 14% + \$17.29 | 14% + \$17.29 |

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

**Electrician**

**02/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2017

Tree Trimmer/Remover  
 Line Clearance Specialist \$ 32.72

Groundman\* \$19.63

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

All tree removal for heavy highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

\* Note: Groundman is not to exceed 20% of the total company workforce

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2017

Tree Trimmer/Remover  
 Line Clearance Specialist  
 and Groundman 19.75% of Hourly  
 Wage Paid +  
 \$9.82

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 Lineman**

**02/01/2018**

**JOB DESCRIPTION** Electrician Lineman

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction:  
 Per Hour: 07/01/2017 04/02/2018

|                       |          |          |
|-----------------------|----------|----------|
| Lineman/Splicer       | \$ 53.85 | \$ 55.60 |
| Material Man          | 46.85    | 48.37    |
| Heavy Equip. Operator | 43.08    | 44.48    |
| Groundman             | 32.31    | 33.36    |
| Flagman               | 24.23    | 25.02    |

For Natural Gasline Construction:  
 Per Hour: 07/01/2017  
 Journeyman U.G.Mech. \$ 44.08

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Utility Distribution & Transmission Line Construction:  
 07/01/2017 04/02/2018

|                     |  |  |
|---------------------|--|--|
| All Classifications | 32% of Hourly<br>Wage Paid +<br>\$ 11.93 | 32% of Hourly<br>Wage Paid +<br>\$ 12.43 |
|---------------------|--|--|

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

Natural Gasline Construction:  
 Per Hour: 07/01/2017

Journeyman U.G.Mech. 26% of Hourly  
 Wage Paid +  
 \$11.96

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE  
 OVERTIME for Natural Gas Mechanic:(B,G,P)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE  
 Same as Above for Natural Gas Mechanic.

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFIT: 07/01/2017 04/02/2018

|           |   |   |
|-----------|---|---|
| All Terms | 31% of Hourly<br>Wage Paid +<br>\$11.93 | 31% of Hourly<br>Wage Paid +<br>\$12.43 |
|-----------|---|---|

4-1049 Line/Gas

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**Elevator Constructor** **02/01/2018**

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**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: 07/01/2017 03/17/2018

|                      |          |          |
|----------------------|----------|----------|
| Elevator Constructor | \$ 62.64 | \$ 64.48 |
|----------------------|----------|----------|

|                                   |       |       |
|-----------------------------------|-------|-------|
| Modernization &<br>Service/Repair | 49.14 | 50.49 |
|-----------------------------------|-------|-------|

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                      |          |          |
|----------------------|----------|----------|
| Elevator Constructor | \$ 38.27 | \$ 39.98 |
|----------------------|----------|----------|

|                                   |       |       |
|-----------------------------------|-------|-------|
| Modernization &<br>Service/Repair | 37.25 | 38.94 |
|-----------------------------------|-------|-------|

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

\*Note:1st Term is based on Average wage of Constructor & Modernization.

Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

**1 YEAR TERMS:**

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

**SUPPLEMENTAL BENEFITS**

**Elevator Constructor**

|          |          |          |
|----------|----------|----------|
| 1st Term | \$ 30.99 | \$ 32.50 |
| 2nd Term | 31.69    | 33.22    |
| 3rd Term | 32.82    | 34.38    |
| 4th Term | 33.94    | 35.54    |

**Modernization & Service/Repair**

|          |          |          |
|----------|----------|----------|
| 1st Term | \$ 30.92 | \$ 32.43 |
| 2nd Term | 31.32    | 32.83    |
| 3rd Term | 32.37    | 33.92    |
| 4th Term | 33.43    | 35.01    |

4-1

**Glazier**

**02/01/2018**

**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:   | 07/01/2017 | 05/01/2018   |
| Glazier     | \$ 53.90   | + additional |
| Scaffolding | \$ 54.90   | \$ 1.25      |

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

Repair & Maintenance \$ 27.23

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

**SUPPLEMENTAL BENEFITS**

|                      |            |
|----------------------|------------|
| Per hour paid:       | 07/01/2017 |
| Journeyworker        | \$ 31.99   |
| Repair & Maintenance | \$ 18.24   |

**OVERTIME PAY**

See (C\*,D\* E2, O) on OVERTIME PAGE. (Premium is applied to the respective base wage only.)

\* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For 'Repair & Maintenance' see (B, B2, F, P) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' see (5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

|          |            |
|----------|------------|
|          | 07/01/2017 |
| 1st term | \$ 18.44   |
| 2nd term | 26.61      |

3rd term 32.10  
 4th term 42.97

**Supplemental Benefits:**

(Per hour worked)

1st term \$ 15.36  
 2nd term 21.21  
 3rd term 23.41  
 4th term 27.56

8-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**02/01/2018**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

Insulators  
 Heat & Frost \$ 64.68

**SUPPLEMENTAL BENEFITS**

Per Hour:

Insulators \$ 33.56  
 Heat & Frost

**OVERTIME PAY**

See (A, D, O, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages:

1 year terms Per Hour:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     |
| \$32.31 | \$38.77 | \$45.24 | \$51.68 |

Supplemental Benefits per hour:

Apprentice Insulator(s)

|     |          |
|-----|----------|
| 1st | \$ 16.78 |
| 2nd | 20.14    |
| 3rd | 23.49    |
| 4th | 26.85    |

4-12

**Ironworker**

**02/01/2018**

**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: 07/01/2017 07/01/2018

Reinforcing & Metal Lathing \$ 56.28 \$ 2.00/Hr. to be Allocated

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Reinforcing & Metal Lathing \$ 33.30

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:  
 Wages Per Hour:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st term | 2nd term | 3rd term | 4th Term |
| \$ 28.38 | \$ 32.38 | \$ 35.38 | \$ 37.38 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st term | 2nd term | 3rd term | 4th Term |
| \$ 11.34 | \$ 13.34 | \$ 17.30 | \$ 18.30 |

4-46Reinf

**Ironworker**

**02/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017 01/01/2018

**IRONWORKER:**

Ironworker Rigger \$ 60.47 Additional \$1.36

Ironworker Stone Derrickman \$ 60.47

**SUPPLEMENTAL BENEFITS**

Ironworker: \$ 39.24

**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 (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wage per hour:

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

|            |         |         |         |         |         |         |
|------------|---------|---------|---------|---------|---------|---------|
|            | 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     |
| 07/01/2017 | \$30.34 | \$30.34 | \$43.07 | \$47.89 | \$52.70 | \$52.70 |

Supplemental benefits:

|                |         |         |         |         |         |         |
|----------------|---------|---------|---------|---------|---------|---------|
| Per hour paid: | \$19.63 | \$19.63 | \$29.47 | \$29.47 | \$29.47 | \$29.47 |
|----------------|---------|---------|---------|---------|---------|---------|

9-197D/R

**Ironworker**

**02/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|                         |            |                 |
|-------------------------|------------|-----------------|
| Per hour:               | 07/01/2017 | 01/01/2018      |
| Ornamental              | \$ 45.10   | Additional      |
| Chain Link Fence        | 45.10      | \$ 1.25/Hr.     |
| Guide Rail Installation | 45.10      | To be allocated |

**SUPPLEMENTAL BENEFITS**

|                |          |
|----------------|----------|
| Per hour paid: |          |
| Journeyworker: | \$ 51.16 |

**OVERTIME PAY**

OVERTIME: See (A\*,D1,E\*\*,Q,V) on OVERTIME PAGE.

\*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

\*\*Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

|     |     |     |     |     |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 50% | 55% | 60% | 70% | 80% |

Supplemental Benefits per hour paid:

|          |          |
|----------|----------|
| 1st Term | \$ 38.74 |
| 2nd Term | 39.93    |
| 3rd Term | 41.12    |
| 4th Term | 43.51    |
| 5th Term | 45.89    |

4-580-Or

**Ironworker**

**02/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|             |            |                 |                 |
|-------------|------------|-----------------|-----------------|
| PER HOUR:   | 07/01/2017 | 01/01/2018      | 07/01/2018      |
| Ironworker: |            | Additional      | Additional      |
| Structural  | \$ 50.05   | \$1.72/Hr.      | \$1.83/Hr.      |
| Bridges     |            | to be allocated | to be allocated |
| Machinery   |            |                 |                 |

**SUPPLEMENTAL BENEFITS**

|            |          |
|------------|----------|
| PER HOUR:  |          |
| Journeyman | \$ 73.03 |

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**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       | \$ 26.12 |
| 2nd       | 26.72    |
| 3rd - 6th | 27.32    |

Supplemental Benefits  
 PER HOUR:

All Terms 50.72

4-40/361-Str

**Laborer - Building** **02/01/2018**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

WAGES

Per Hour: 07/01/2017

Building Laborer \$ 39.40

Asbestos Abatement Workers 36.00  
 (Re-Roofing Removal see Roofer)

**SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer \$ 29.56  
 Asbestos Abatement Worker 16.45

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Regular Hours Work Terms

Term #1 1 hr to 1000hrs

Term #2 1001hrs to 2000hrs

Term #3 2001hrs to 3000hrs

Term #4 3001hrs to 4000hrs

Wages per hour:

|          |          |
|----------|----------|
| 1st Term | \$ 17.46 |
| 2nd Term | 20.55    |
| 3rd Term | 25.43    |
| 4th Term | 30.41    |

Benifits per hour

|          |          |
|----------|----------|
| 1st Term | \$ 19.65 |
| 2nd Term | 22.44    |
| 3rd Term | 22.44    |
| 4th Term | 22.44    |

4-66

**Laborer - Heavy&Highway** **02/01/2018**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

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

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

WAGES PER HOUR:

07/01/2017 06/01/2018

GROUP # 1

Total Wage Paid \$ 49.65 Additional

|                 |          |            |
|-----------------|----------|------------|
| "Base Wage"     | 43.52    | \$ 2.37    |
| GROUP # 2       |          |            |
| Total Wage Paid | \$ 48.37 | Additional |
| "Base Wage"     | 42.24    | \$ 2.33    |
| GROUP # 3       |          |            |
| Total Wage Paid | \$ 44.48 | Additional |
| "Base Wage"     | 38.35    | \$ 2.21    |

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$6.13 is difference between "Base" and "Total"

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 ALL GROUPS \$ 29.27

After Forty (40)paid hours in a work week  
 OVERTIME PAY \$ 18.34

**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: \$38.35 X Time and One Half = \$57.53 + \$6.13 = \$63.66

Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage

**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                           | \$ 29.27 |
| After Forty(40) paid hours in a work Week | \$ 18.34 |

4-1298

**Mason**

**02/01/2018**

**JOB DESCRIPTION** Mason

**DISTRICT** 4

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

Brick/Blocklayer \$ 60.18

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer \$ 27.30

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

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

Supplemental Benefits per hour:

All Apprentices \$ 16.90

4-1Brk

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**Mason - Building**

**02/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2017

Building:

Tile Finisher \$ 43.36

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journey worker \$ 20.57\* per hour paid  
plus \$ 8.42 per hour worked

**OVERTIME PAY**

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

\* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.  
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

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

9-7/88A-tf

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**Mason - Building**

**02/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Building: 07/01/2017

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 52.46

Mosaic & Terrazzo Finisher 50.86

**SUPPLEMENTAL BENEFITS**

Journeyworker:

Per hour:

Mosaic & Terrazzo Mechanic \$ 23.55\* per hour paid plus  
\$ 10.49 per hour worked

Mosaic & Terrazzo Finisher \$23.55\* per hour paid plus  
\$10.51 per hour worked

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:  
 (750 Hour) terms at the following wage rate.

|            | 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2017 | \$ 26.23 | \$ 28.85 | \$ 31.48 | \$ 34.10 | \$ 36.72 | \$ 39.35 | \$ 44.59 | \$ 49.84 |

Supplemental benefits per hour:

|            |                          |
|------------|--------------------------|
| 07/01/2017 | \$ 11.78* plus \$ 5.22** |
|            | \$ 12.95* plus \$ 5.73** |
|            | \$ 14.13* plus \$ 6.24** |
|            | \$ 15.31* plus \$ 6.77** |
|            | \$ 16.49* plus \$ 7.29** |
|            | \$ 17.66* plus \$ 7.81** |
|            | \$ 20.02* plus \$ 8.85** |
|            | \$ 22.37* plus \$ 9.90** |

\* Per Hour paid and subject to same premium as overtime wages.

\*\* Per hour worked

9-7/3

**Mason - Building**

**02/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2017 01/01/2018

Building-Marble Restoration:

|  |          |          |
|--|----------|----------|
| Marble, Stone & Terrazzo Polisher, etc | \$ 40.62 | \$ 40.89 |
|--|----------|----------|

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:

Journeyworker:

Building-Marble Restoration:

|                          |          |          |
|--------------------------|----------|----------|
| Marble, Stone & Polisher | \$ 26.06 | \$ 26.69 |
|--------------------------|----------|----------|

**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) terms at the following per cent of journeyman's wages:

|            | 1st<br>0-900 | 2nd<br>901-1800 | 3rd<br>1801-2700 | 4th<br>over 2700 |
|------------|--------------|-----------------|------------------|------------------|
| 07/01/2017 | 70%          | 80%             | 90%              | 100%             |

Supplemental Benefits Per Hour:

|            |          |          |          |          |
|------------|----------|----------|----------|----------|
| 07/01/2017 | \$ 23.25 | \$ 23.98 | \$ 24.72 | \$ 25.45 |
|------------|----------|----------|----------|----------|

**Mason - Building** **02/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Wages: 07/01/2017 01/01/2018

Marble Cutters& Setters \$ 58.18 \$ 58.53

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 35.12 \$ 36.22

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wage Per Hour:

750 hour terms at the following wage.

| 1st     | 2nd      | 3rd       | 4th       | 5th       | 6th       | 7th       | 8th       | 9th       | 10th      |
|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1-750   | 751-1500 | 1501-2250 | 2251-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6751 | 6751-7500 |
| \$23.10 | \$25.98  | \$28.87   | \$31.76   | \$34.64   | \$37.53   | \$40.42   | \$43.30   | \$49.08   | \$54.85   |

Supplemental Benefits per hour paid at the following term:

| 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th             |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|------------------|
| \$24.53 | \$25.31 | \$26.12 | \$26.91 | \$27.71 | \$28.51 | \$29.32 | \$30.12 | \$31.71 | \$33.31<br>9-7/4 |

**Mason - Building** **02/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2017 01/01/2018

Marble, Stone, etc.  
 Maintenance Finishers: \$ 22.42 \$ 22.67

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Marble, Stone, etc  
 Maintenance Finishers: \$ 13.11 \$ 13.34

**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:  
 (750 hour) terms at the 07/01/2017  
 following percentage  
 of journeyman's wage  
 rate:

|          |           |     |
|----------|-----------|-----|
| 1st term | 0-750     | 70% |
| 2nd term | 750-1500  | 74% |
| 3rd term | 1501-2250 | 78% |
| 4th term | 2251-3000 | 82% |
| 5th term | 3001-3750 | 88% |
| 6th term | 3751-4500 | 96% |

Supplemental Benefits:  
 Per hour paid

|          |          |
|----------|----------|
| 1st term | \$ 12.77 |
| 2nd term | 12.78    |
| 3rd term | 12.80    |
| 4th term | 12.81    |
| 5th term | 12.83    |
| 6th term | 12.86    |

9-7/24M-MF

**Mason - Building** **02/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**  
 Nassau, Rockland, Suffolk, Westchester

**WAGES**  
 Per hour: 07/01/2017

Building:  
 Tile Setters \$ 56.13

**SUPPLEMENTAL BENEFITS**  
 Per Hour:

Journey Worker \$23.60\* per hour paid  
 Plus \$8.57 per hour worked

**OVERTIME PAY**  
 See (B, E, Q, V) on OVERTIME PAGE  
 \* This portion of benefits subject to same premium rate as shown for overtime wages.  
 Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

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

**REGISTERED APPRENTICES**

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

| Term: | 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|
|       | 1-      | 751-    | 1501-   | 2251-   | 3001-   | 3751-   | 4501-   | 5251    |
|       | 750     | 1500    | 2250    | 3000    | 3750    | 4500    | 5250    | 6000    |
|       | \$29.13 | \$33.57 | \$36.69 | \$40.13 | \$43.77 | \$47.22 | \$50.15 | \$53.93 |

Supplemental Benefits per hour:

|          |                      |          |                      |
|----------|----------------------|----------|----------------------|
| 1st term | \$14.95* plus \$0.75 | 6th term | \$18.45* plus \$1.58 |
| 2nd term | \$14.95* plus \$0.89 | 7th term | \$15.95* plus \$5.62 |

|          |                      |          |                      |
|----------|----------------------|----------|----------------------|
| 3rd term | \$15.95* plus \$1.15 | 8th term | \$20.70* plus \$6.06 |
| 4th term | \$16.95* plus \$1.20 |          |                      |
| 5th term | \$17.45* plus \$1.53 |          |                      |

9-7/52A

**Mason - Building / Heavy&Highway** **02/01/2018**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**  
 WAGES

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

07/01/2017

|              |          |
|--------------|----------|
| Stone Setter | \$ 62.98 |
| Stone Tender | \$ 44.89 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|              |          |
|--------------|----------|
| Stone Setter | \$ 31.65 |
| Stone Tender | \$ 19.40 |

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (\*18) on HOLIDAY PAGE  
 Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: \*Must work first 1/2.

**REGISTERED APPRENTICES**

Per Hour:

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

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

Supplemental Benefits:  
 All Apprentices \$ 19.51

4-1Stn

**Mason - Building / Heavy&Highway** **02/01/2018**

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

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2017 01/01/2018

|                 |          |          |
|-----------------|----------|----------|
| Marble-Finisher | \$ 46.32 | \$ 46.66 |
|-----------------|----------|----------|

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
 per hour paid

|                  |          |         |
|------------------|----------|---------|
| Marble- Finisher | \$ 33.29 | \$34.03 |
|------------------|----------|---------|

**OVERTIME PAY**

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

**HOLIDAY**

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE  
\* Work beyond 8 hours on a Saturday shall be paid at double the rate.  
\*\* When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

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**Mason - Building / Heavy&Highway**

**02/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|              |            |                                |
|--------------|------------|--------------------------------|
| Per Hour:    | 07/01/2017 | 07/01/2018                     |
| Cement Mason | \$ 50.97   | \$ 2.00/Hr.<br>to be Allocated |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                |          |
|----------------|----------|
| Cement Mason   | \$ 32.71 |
| Overtime Rate* | \$ 49.07 |

**OVERTIME PAY**

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

\* Applies to 9th and 10th hours and Saturday Work

**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 | \$ 22.08/OT Rate \$ 33.12 |
| 2nd Term | \$ 24.21/OT Rate \$ 36.32 |
| 3rd Term | \$ 26.33/OT Rate \$ 39.50 |

4-780

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**Mason - Heavy&Highway**

**02/01/2018**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|                                 |            |
|---------------------------------|------------|
| Per Hour:                       | 07/01/2017 |
| Pointer, Caulkers &<br>Cleaners | \$ 52.57   |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                                 |          |
|---------------------------------|----------|
| Pointer, Cleaners &<br>Caulkers | \$ 26.00 |
|---------------------------------|----------|

**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      |
|----------|----------|----------|----------|
| \$ 25.89 | \$ 28.97 | \$ 34.12 | \$ 41.33 |

Apprentices Supplemental Benefits:  
 (per hour paid)

|          |          |          |          |
|----------|----------|----------|----------|
| \$ 13.64 | \$ 18.15 | \$ 20.90 | \$ 21.60 |
|----------|----------|----------|----------|

4-1PCC

**Operating Engineer - Building**

**02/01/2018**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

BUILDING CATEGORIES:

**CLASS "AA "CRANES:**

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

**CLASS "A":**

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

**CLASS "B":**

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), 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 Boat.

|  | 07/01/2017 | 06/01/2018               |
|--|------------|--------------------------|
| Class "AA"   | \$ 73.56   | Additional<br>\$ 3.03/Hr |
| Cranes: Boom length over 100 feet add \$ 1.00 per hour |            |                          |
| "" " 150 "" \$ 1.50 ""                                 |            |                          |
| "" " 250 "" \$ 2.00 ""                                 |            |                          |
| "" " 350 "" \$ 3.00 ""                                 |            |                          |
| Class "A"  | \$ 61.03   | Additional<br>\$ 2.80/Hr |
| Add \$3.50 for Hazardous Waste Work                    |            |                          |
| Class "B"  | \$ 57.86   | \$ 2.68/Hr               |
| Add \$2.50 for Hazardous Waste Work                    |            |                          |

|                                     |          |            |
|-------------------------------------|----------|------------|
| Class "C"                           | \$ 55.74 | \$ 2.62/Hr |
| Add \$1.50 for Hazardous Waste Work |          |            |
| Class "D"                           | \$ 44.18 | \$ 0.00    |
| Add \$1.00 for Hazardous Waste Work |          |            |
| Class "E"                           | \$ 42.23 | \$ 0.00    |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|               |          |
|---------------|----------|
| All Classes   | \$ 36.65 |
| Overtime Rate | 30.35    |

**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 | \$ 20.84 |
| 2nd Term | 21.67    |
| 3rd Term | 22.33    |

Supplemental Benefits per hour:

|                 |          |
|-----------------|----------|
| All Apprentices | \$ 15.64 |
| Overtime Rate   | 5.60     |

4-138

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**Operating Engineer - Building / Heavy&Highway** **02/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

| Per Hour:              | 07/01/2017 | 08/01/2017 |
|------------------------|------------|------------|
| Well Driller           | \$ 35.75   | \$ 36.07   |
| Well Driller<br>Helper | \$ 31.22   | \$ 31.39   |

**Hazardous Waste Differential**

Added to Hourly Wage:

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

**Monitoring Well Work**

Add to Hourly Wage:

|         |         |
|---------|---------|
| Level A | \$ 3.00 |
| Level B | 2.00    |

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2017

|                          |   |
|--------------------------|---|
| Well Driller<br>& Helper | \$ 10% of straight<br>time rate plus \$ 11.95 |
|--------------------------|---|

Additional \$ 3.45 for Premium Time

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Apprentices at 12 Month Terms

Wages Per Hour: 07/01/2017

1st Term \$ 20.84  
2nd Term \$ 21.67  
3rd Term \$ 22.33

**SUPPLEMENTAL BENIFITS**

Per Hour:

1st Term 10% of Wage + \$ 5.10  
2nd Term 10% of Wage + \$ 5.60  
3rd Term 10% of Wage + \$ 6.60

**BENEFITS AT PREMIUM TIME**

Per Hour:

1st Term 10% of Wage + \$ 5.85  
2nd Term 10% of Wage + \$ 6.60  
3rd Term 10% of Wage + \$ 8.10

4-138well

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**Operating Engineer - Heavy&Highway**

**02/01/2018**

**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: 07/01/2017  
Heavy Highway/Building

Party Chief \$ 67.76  
Instrument Man 51.66  
Rodman 44.30

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Highway/Building \$ 34.23

Premium\*:  
Heavy Highway/Building \$ 43.40

Premium\*\*:  
Heavy Highway/Building \$ 52.56

\* Applies to instances where 1-1/2 regular rate are paid

\*\*Applies to instances where 2 times the rate are paid.

**OVERTIME PAY**

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

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

**HOLIDAY**

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

4-15D-N/S co.

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**Operating Engineer - Heavy&Highway**

**02/01/2018**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

**HEAVY/HIGHWAY CATEGORIES:**

**CLASS "AA" CRANES:**

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

**CLASS "A":**

Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator (360 up to & over 150,000lbs), Barrier Machine, Cherrypicker (over 70 tons), Concrete Pump, Directional Boring, Grader, Gradall, Hoist, Hydraulic Cherrypicker/crane, Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

**CLASS "B":**

Backhoe (other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveter-Multi, Curb Machine Asphalt/Concrete, Post Hole-Auger, Fork Lift, Hoist (2 drum), Loading Machine & Front Loader, Mulch Machine (machine fed), Power Wincher (all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

**CLASS "C":**

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

**CLASS "D":**

Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer, Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pumps (double action, 4 inch and over, Hydraulic & Submersible), Jet Pump, Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab), Shotblaster.

**CLASS "E":**

Batching Plant (On Job Site), Compressor, Generator(small), Grinder, Mixer, Mulching Machine (Hand Feed), Oiler, Pumps (Single action up to 3 In.), Pump (Gypsum), Root Cutter, Stump Chipper, Oiler, Trenching Machine (Hand,walk behind), Track Tamper, Tractor (caterpillar or wheel),Welding Machine (Pile work & Structural Steel), Deckhand on Work Boat, Inspection/Safety Boat.

|  | 07/01/2017 | 06/01/2018            |
|--|------------|-----------------------|
| Class "AA"   | \$ 72.86   | Additional<br>\$3.03  |
| Cranes: Boom Length over 100 feet add \$ 1.00 per hour |            |                       |
| " " " 150 " " \$ 1.50 " "                              |            |                       |
| " " " 250 " " \$ 2.00 " "                              |            |                       |
| " " " 350 " " \$ 3.00 " "                              |            |                       |
| Class "A"  | \$ 64.40*  | Additional<br>\$ 2.80 |
| *Add \$3.50 for Hazardous Waste Work.                  |            |                       |
| Class "B"  | \$ 60.12*  | \$ 2.68               |
| *Add \$2.50 for Hazardous Waste Work.                  |            |                       |
| Class "C"  | \$ 57.95*  | \$ 2.62               |
| *Add \$1.50 for Hazardous Waste Work                   |            |                       |
| Class "D"  | \$ 46.08   | \$ 0.00               |
| *Add \$1.00 for Hazardous Waste Work                   |            |                       |
| Class "E"  | \$ 44.12   | \$ 0.00               |

"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 \$ 36.90

Note: OVERTIME AMOUNT \$ 30.35

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 7, 8) on HOLIDAY PAGE  
 Overtime: See (5, 6, 7, 8) 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 | \$ 20.84 |
| 2nd Term | 21.67    |
| 3rd Term | 22.33    |

**SUPPLEMENTAL BENEFITS:**

|                       |          |
|-----------------------|----------|
| APPRENTICES           | \$ 15.64 |
| Note: Overtime Amount | \$ 5.60  |

4-138

**Operating Engineer - Marine Dredging**

**02/01/2018**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

|                             |  |            |
|-----------------------------|--|------------|
| Per Hour:                   |  |            |
| DREDGING OPERATIONS         | 07/01/2017                             | 10/01/2017 |
| CLASS A                     |  |            |
| Operator, Leverman,         | \$ 37.25                               | \$ 38.18   |
| Lead Dredgeman              |  |            |
| CLASS A1                    | To conform to Operating Engineer       |            |
| Dozer,Front Loader          | Prevailing Wage in locality where work |            |
| Operator                    | is being performed including benefits. |            |
| CLASS B                     |  |            |
| Barge Operator              | \$ 32.21                               | \$33.02    |
| Spider/Spill                |  |            |
| Tug Operator(over1000hp),   |  |            |
| OperatorII, Fill Placer,    |  |            |
| Derrick Operator, Engineer, |  |            |
| Chief Mate, Electrician,    |  |            |
| Chief Welder,               |  |            |
| Maintenance Engineer        |  |            |
| Certified Welder,           | \$ 30.33                               | \$ 31.09   |
| Boat Operator(licensed)     |  |            |
| CLASS C                     |  |            |
| Drag Barge Operator,        | \$ 29.50                               | \$ 30.24   |
| Steward, Mate,              |  |            |
| Assistant Fill Placer,      |  |            |
| Welder (please add)\$ 0.06  |  |            |
| Boat Operator               | \$ 28.54                               | \$ 29.26   |
| CLASS D                     |  |            |

|  |          |          |
|--|----------|----------|
| Shoreman, Deckhand,<br>Rodman, Scowman, Cook,<br>Messman, Porter/Janitor | \$ 23.71 | \$ 24.30 |
|--|----------|----------|

Oiler(please add)\$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   |  |  |
|-------------------|--|--|
| All Classes A & B | 07/01/2017<br>\$10.75 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 | 10-01-2017<br>\$11.23 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 |
| All Class C       | \$10.45 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.48               | \$10.93 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.48               |
| All Class D       | \$10.15 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.33               | \$10.63 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.33               |

**OVERTIME PAY**

See (B, 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

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**Operating Engineer - Survey Crew - Consulting Engineer** **02/01/2018**

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**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: 07/01/2017  
 Survey Classifications

|                |          |
|----------------|----------|
| Party Chief    | \$ 42.29 |
| Instrument Man | 35.39    |
| Rodman         | 31.04    |

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 17.70

**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

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**Operating Engineer - Trenchless Pipe Rehab** **02/01/2018**

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**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:

07/01/2017  
 (SEE)

Robotic Unit Operator Operator(class D)

Technician/Boiler, Generator Operator(classes C&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**

**02/01/2018**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2017

Brush \$ 46.85\*

Abatement/Removal of lead based  
 or lead containing paint on  
 materials to be repainted. 46.85\*

Spray & Scaffold \$ 49.85\*

Fire Escape 49.85\*

Decorator 49.85\*

Paperhanger/Wall Coverer 50.03

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour worked: 07/01/2017

Paperhanger \$ 26.19

All others 24.47

Premium 26.97\*\*

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

**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:        | 07/01/2017 |
| Appr 1st term... | \$ 17.85*  |
| Appr 2nd term... | 23.26*     |
| Appr 3rd term... | 28.14*     |
| Appr 4th term... | 37.52*     |

\*Subtract \$ 0.10 to calculate premium rate.

|                        |            |
|------------------------|------------|
| Supplemental benefits: |            |
| Per Hour worked:       | 07/01/2017 |
| Appr 1st term...       | \$ 12.77   |
| Appr 2nd term...       | 15.62      |
| Appr 3rd term...       | 18.06      |
| Appr 4th term...       | 22.88      |

8-NYDC9-B/S

**Painter**

**02/01/2018**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

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

**WAGES**

|               |            |
|---------------|------------|
| Per hour:     | 07/01/2017 |
| Drywall Taper | \$ 46.85   |

**SUPPLEMENTAL BENEFITS**

|                  |            |
|------------------|------------|
| Per hour worked: | 07/01/2017 |
| Journeyman       | \$ 22.47   |

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

|                   |            |
|-------------------|------------|
| Wages - Per Hour: | 07/01/2017 |
|-------------------|------------|

1500 hour terms at the following wage rate:

|          |          |
|----------|----------|
| 1st term | \$ 17.85 |
| 2nd term | \$ 23.26 |
| 3rd term | \$ 28.14 |
| 4th term | \$ 37.52 |

Supplemental Benefits - Per hour:

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

|          |          |
|----------|----------|
| 1st year | \$ 11.73 |
| 2nd year | \$ 14.42 |
| 3rd year | \$ 16.70 |
| 4th year | \$ 21.20 |

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**02/01/2018**

**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 Worked:

STEEL:

|                  |            |            |            |
|------------------|------------|------------|------------|
| Bridge Painting: | 07/01/2017 | 10/01/2017 | 10/01/2018 |
|                  | \$ 49.50   | \$ 49.50   | \$ 49.50   |
|                  | + 6.38*    | + 6.38*    | + 6.38*    |

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.

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

|                |            |            |            |
|----------------|------------|------------|------------|
| Journeyworker: | 07/01/2017 | 10/01/2017 | 10/01/2018 |
|                | \$ 7.50    | \$ 8.25    | \$ 9.50    |
|                | + 23.40*   | + 24.35*   | + 26.05*   |

\* 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 (A, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour worked:

|                             |            |            |            |
|-----------------------------|------------|------------|------------|
| Apprentices: (1) year terms | 07/01/2017 | 10/01/2017 | 10/01/2018 |
| 1st year                    | \$ 22.35   | \$ 22.65   | \$ 23.13   |
| 2nd year                    | 33.53      | 33.98      | 34.73      |
| 3rd year                    | 44.70      | 45.30      | 46.30      |

Supplemental Benefits - Per hour worked:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st year | \$ 12.36 | \$ 12.76 | \$ 13.44 |
| 2nd year | 18.54    | 19.14    | 20.16    |
| 3rd year | 24.72    | 25.52    | 26.88    |

8-DC-9/806/155-BrSS

**Painter - Line Striping** **02/01/2018**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

|                             |            |
|-----------------------------|------------|
| Painter (Striping-Highway): | 07/01/2017 |
|-----------------------------|------------|

|                            |          |
|----------------------------|----------|
| Striping-Machine Operator* | \$ 27.11 |
| Linerman Thermoplastic     | \$ 32.37 |

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2017  
 Journeyworker:

|                           |          |
|---------------------------|----------|
| Striping-Machine operator | \$ 14.18 |
| Linerman Thermoplastic    | \$ 14.55 |

**OVERTIME PAY**

See (B, E, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

**Painter - Metal Polisher**

**02/01/2018**

**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**

|                   | 07/01/2017 | 06/01/2018 |
|-------------------|------------|------------|
| Metal Polisher    | \$ 29.73   | \$ 30.58   |
| Metal Polisher**  | 30.68      | 31.53      |
| Metal Polisher*** | 33.23      | 34.08      |

\*\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

| Per Hour:          | 07/01/2017 | 06/01/2018 |
|--------------------|------------|------------|
| Journeyworker:     |            |            |
| All classification | \$ 7.55    | \$ 7.65    |

**OVERTIME PAY**

See (B, E, E2, 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:

|          | 07/01/2017 | 06/01/2018 |
|----------|------------|------------|
| 1st year | \$ 12.14   | \$ 14.25   |
| 2nd year | 13.44      | 15.50      |
| 3rd year | 16.29      | 18.25      |

Supplemental benefits:  
 Per hour paid:

|          |         |         |
|----------|---------|---------|
| 1st year | \$ 5.62 | \$ 5.62 |
| 2nd year | 5.62    | 5.62    |
| 3rd year | 5.62    | 5.62    |

8-8A/28A-MP

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**Plumber** **02/01/2018**

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**JOB DESCRIPTION** Plumber **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2017 05/10/2018

Plumber/  
 PUMP & TANK \$ 44.24 \$ 44.49

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Plumber \$ 25.23 \$ 26.98

**OVERTIME PAY**

See (B, Q, \*V) on OVERTIME PAGE  
 (V) For Sundays & Holidays if Worked Only

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the Following  
 Percentage of Journeymans wage:

|          |     |
|----------|-----|
| 1st Term | 30% |
| 2nd Term | 40% |
| 3rd Term | 50% |
| 4th Term | 60% |
| 5th Term | 70% |
| 6th Term | 85% |

Supplemental Benefits Per Hour:

|          |         |         |
|----------|---------|---------|
| 1st Term | \$13.31 | \$15.06 |
| 2nd Term | \$13.95 | \$15.70 |
| 3rd Term | \$14.77 | \$16.52 |
| 4th Term | \$15.15 | \$17.40 |
| 5th Term | \$18.38 | \$20.13 |

4-200 Pump & Tank

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**Plumber** **02/01/2018**

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**JOB DESCRIPTION** Plumber **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2017 11/01/2017

Plumber \$ 51.48 \$ 52.98

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Plumber \$ 38.72 \$ 39.22

**OVERTIME PAY**

See (A, E, Q, \*V) on OVERTIME PAGE  
 CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

|          |            |            |
|----------|------------|------------|
|          | 07/01/2017 | 11/01/2017 |
| 1st Term | \$ 25.16   | \$ 25.66   |
| 2nd Term | 27.47      | 27.97      |
| 3rd Term | 28.24      | 29.34      |
| 4th Term | 30.33      | 30.83      |
| 5th Term | 31.91      | 32.41      |

4-200

**Plumber**

**02/01/2018**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

|                  |            |            |
|------------------|------------|------------|
|                  | 07/01/2017 | 05/01/2018 |
| Plumber          |            |            |
| MAINTENANCE ONLY | \$ 30.30   | \$ 30.80   |

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

**SUPPLEMENTAL BENEFITS**

SUPPLEMENTAL BENEFITS

Per Hour:

|             |          |          |
|-------------|----------|----------|
| Plumber     |          |          |
| Maintenance | \$ 15.15 | \$ 15.65 |

**OVERTIME PAY**

See (B, J) on OVERTIME PAGE

**HOLIDAY**

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

4-200 Maintance

**Roofer**

**02/01/2018**

**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour

|            |            |
|------------|------------|
| 07/01/2017 | 05/01/2018 |
|------------|------------|

ROOFER/Waterproofeer

|                       |          |                                 |
|-----------------------|----------|---------------------------------|
| Total Wage to be Paid | \$ 44.00 | \$1.50 Per Hour to be allocated |
|-----------------------|----------|---------------------------------|

"Base" Wage 40.00\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                      |          |
|----------------------|----------|
| ROOFER/Waterproofeer | \$ 31.62 |
|----------------------|----------|

**OVERTIME PAY**

Per Hour:  
 NEW ROOF SEE (B,E,Q)  
 RE-ROOF SEE (B,E,E2,Q)  
 NOTE:\*\* Overtime Pay to be calculated on "BASE" Wage then add \$4.00.  
 (Example: \$40.00 x time and one half = \$60.00 + \$4.00 = \$64.00)

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

07/01/2017

|          |         |
|----------|---------|
| 1st Term | \$ 8.81 |
| 2nd Term | 10.90   |
| 3rd Term | 22.27   |
| 4th Term | 25.38   |

4-154

**Sheetmetal Worker**

**02/01/2018**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

Sign Erector \$ 47.67

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2017

Sign Erector \$ 44.44

**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:

|         |         |         |         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
| \$12.55 | \$14.23 | \$15.89 | \$17.57 | \$24.30 | \$26.84 | \$29.27 | \$31.47 | \$33.65 | \$35.83 |

4-137-SE

**Sheetmetal Worker**

**02/01/2018**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

Sheetmetal Worker \$ 53.22  
Temporary Operation or  
Maintenance of Fans 42.58

**SUPPLEMENTAL BENEFITS**

Per Hour:  
Sheetmetal Worker \$ 45.04  
Maintenance Worker 45.04

**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 \$ 18.67  
3rd & 4th Term 23.98  
5th & 6th Term 29.29  
7th Term 37.28  
8th Term 39.83  
9th Term 42.59

Per Hour: Supplemental Benefits

1st & 2nd Term \$ 16.49  
3rd & 4th Term 22.75  
5th & 6th Term 26.79  
7th Term 32.84  
8th Term 34.88  
9th Term 36.84

4-28

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**Steamfitter**

**02/01/2018**

**JOB DESCRIPTION** Steamfitter

**DISTRICT** 4

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

AC Service/Heat Service \$ 39.50  
Steamfitter Maintenance

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.  
Refrigeration Compressor installation up to 5hp (combined).  
Air Condition / Heating Compressor installation up to 10hp (combined).

**SUPPLEMENTAL BENEFITS**

Per Hour

AC Service/Heat Service \$ 12.75  
Steamfitter Maintenance

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

4-638B-StmFtrRef

**Steamfitter**

**02/01/2018**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

Steam/Sprinkler Fitter \$ 61.81

Temporary Heat & AC \$ 46.99

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Steam/Sprinkler Fitter \$ 49.18

Temporary Heat & AC \$ 40.23

**OVERTIME PAY**

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

(\*D) On all HVAC and Mechanical contracts that do not exceed \$15,000,000. and on all fire protection/sprinklet contracts that do not exceed \$1,500,000.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 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 |
|----------|----------|----------|----------|----------|
| \$ 24.76 | \$ 30.94 | \$ 40.29 | \$ 49.46 | \$ 52.55 |

SUPPLEMENTAL BENEFIT per hour:

| 1st Term | 2nd Term | 3rd Term | 4th Term | 5th Term |
|----------|----------|----------|----------|----------|
| \$ 20.20 | \$ 25.04 | \$ 32.28 | \$ 39.52 | \$ 41.94 |

4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

**02/01/2018**

**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

07/01/2017

Asphalt Delivery \$ 35.535

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 07/01/2017  
\$ 29.94

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work  
**TRUCK DRIVER**

Asphalt Delivery 07/01/2017  
\$ 41.76

Light Construction Work  
**TRUCK DRIVER**

Asphalt Delivery 07/01/2017  
\$ 11.55

**OVERTIME PAY**

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

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

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**Teamster - Building**

**02/01/2018**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris)

Trailers 07/01/2017  
\$ 33.61  
Straight Jobs 07/01/2017  
\$ 33.31

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications

07/01/2017  
\$ 33.20

**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

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**Teamster - Delivery of Concrete**

**02/01/2018**

**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**

|                   |            |
|-------------------|------------|
|                   | 07/01/2017 |
| Concrete Delivery | \$ 39.685  |

**Light Construction Work:**

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

**TRUCK DRIVER**

|                   |            |
|-------------------|------------|
|                   | 07/01/2017 |
| Concrete Delivery | \$ 36.255  |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                         |            |
|-------------------------|------------|
| Heavy Construction Work | 07/01/2017 |
| Concrete Delivery       | \$ 40.665  |

|                         |            |
|-------------------------|------------|
| Light Construction Work | 07/01/2017 |
| Concrete Delivery       | \$ 12.775  |

**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**

**02/01/2018**

**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.

|                                 |            |
|---------------------------------|------------|
|                                 | 07/01/2017 |
| Site Excavating<br>(Chauffeurs) | \$ 37.545  |

**Light Construction Work:**

Shall include the construction, improvment and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

|                                 |            |
|---------------------------------|------------|
|                                 | 07/01/2017 |
| Site Excavating<br>(Chauffeurs) | \$ 32.42   |

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2017

|                                       |            |
|---------------------------------------|------------|
| Heavy Construction Work<br>Chauffeurs | \$ 44.3725 |
|---------------------------------------|------------|

|                                       |          |
|---------------------------------------|----------|
| Light Construction Work<br>Chauffeurs | \$ 11.55 |
|---------------------------------------|----------|

**OVERTIME PAY**

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

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

**Welder**

**02/01/2018**

**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 07/01/2017

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, if worked

- ( 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, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

## 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



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

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

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,  
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

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

Telephone:( )

Fax: ( )

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

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

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

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

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

6. Location of Project:  
Location on Site \_\_\_\_\_

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

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

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy  
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,  
Elevator Operators

Moving furniture and  
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES  NO

10. Name and Title of Requester

**Signature**





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

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

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

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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>



**NYS DOL Bureau of Public Work Debarment List 01/30/2018**

**Article 8**

| AGENCY | Fiscal Officer | FEIN     | EMPLOYER NAME                              | EMPLOYER DBA NAME                      | ADDRESS  | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|----------|--|--|--|----------------------|--------------------|
| DOL    | DOL            |          | 4618 FOSTER AVE LLC                        |  | C/O KAHAN & KAHAN<br>225 BROADWAY-SUITE<br>715NEW YORK NY 10007            | 02/05/2013           | 02/05/2018         |
| DOL    | DOL            | ****0996 | A-1 CONSTRUCTION &<br>RENOVATION INC       |  | 1973 81ST ST - SUITE A-5<br>BROOKLYN NY 11214                              | 01/08/2015           | 01/08/2020         |
| DOL    | NYC            |          | ABDUL KARIM                                |  | C/O NORTH AMERICAN IRON<br>W<br>1560 DECATUR<br>STREETRIDGWOOD NY<br>11385 | 05/15/2015           | 05/15/2020         |
| DOL    | DOL            | ****8488 | ABELCRAFT OF NEW YORK<br>CORP              |  | 640 ASHFORD AVENUE<br>ARDSLEY NY 10502                                     | 08/27/2013           | 08/27/2018         |
| DOL    | DOL            | ****4539 | ACCOMPLISHED WALL<br>SYSTEMS INC           |  | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                     | 08/27/2013           | 08/27/2018         |
| DOL    | DOL            | ****8018 | ACCURATE MECHANICAL LLC                    |  | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                             | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            |          | ACCURATE MECHANICAL OF<br>PHILADELPHIA LLC |  | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                             | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            | ****3344 | ACT INC                                    |  | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                            | 11/10/2015           | 11/10/2020         |
| DOL    | NYC            |          | ADRIANA SELA                               | C/O COLONIAL<br>ROOFING<br>COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220                                       | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            | ****1687 | ADVANCED SAFETY<br>SPRINKLER INC           |  | 261 MILL ROAD<br>P O BOX 296EAST AURORA<br>NY 14052                        | 07/29/2015           | 07/29/2020         |
| DOL    | NYC            | ****6775 | ADVENTURE MASONRY<br>CORP.                 |  | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314                             | 12/13/2017           | 12/13/2022         |
| DOL    | DOL            | ****2538 | AGG MASONRY INC                            |  | 160 72ND ST - SUITE 721<br>BROOKLYN NY 11209                               | 03/19/2013           | 03/19/2018         |
| DOL    | DOL            |          | AJ TORCHIA                                 |  | 10153 ROBERTS RD<br>SAUQUOIT NY 13456                                      | 08/09/2016           | 08/09/2021         |
| DOL    | DOL            |          | ALISHER KARIMOV                            |  | C/O AGG MASONRY INC<br>7105 3RD AVENUEBROOKLYN<br>NY 11209                 | 03/19/2013           | 03/19/2018         |
| DOL    | DOL            | ****3344 | ALL CATASTROPHE<br>CONSTRUCTION TEAM INC   | ACT INC                                | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                            | 11/10/2015           | 11/10/2020         |
| DOL    | DOL            | ****8740 | ALLSTATE ENVIRONMENTAL<br>CORP             |  | C/O JOSE MONTAS<br>27 BUTLER PLACEYONKERS<br>NY 10710                      | 03/18/2011           | 03/19/2020         |
| DOL    | DOL            |          | AMADEO J TORCHIA                           | TORCHIA'S<br>HOME<br>IMPROVEMEN<br>T   | 10153 ROBERTS RD<br>SAUQUOIT NY 13456                                      | 08/09/2016           | 08/09/2021         |
| DOL    | DOL            | ****4274 | AMERICAN STEEL<br>MECHANICAL INC           |  | 693 PAINTER STREET<br>MEDIA PA 19063                                       | 02/20/2013           | 02/20/2018         |
| DOL    | NYC            |          | ANDRZEJ WROBEL                             |  | 24 CONGRESS LANE<br>SOUTH RIVER NJ 08882                                   | 05/01/2013           | 05/01/2018         |
| DOL    | NYC            |          | ANISUL ISLAM                               |  | C/O RELIANCE GENERAL<br>CONS<br>644 OCEAN<br>PARKWAYBROOKLYN NY<br>11230   | 09/02/2015           | 09/02/2020         |
| DOL    | DOL            | ****7004 | ANNEX CONTRACTING LTD                      |  | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                                     | 08/18/2014           | 08/18/2019         |
| DOL    | DOL            | ****7004 | ANNEX GENERAL<br>CONTRACTING INC           |  | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                                     | 08/18/2014           | 08/18/2019         |
| DOL    | DA             |          | ANTHONY CARDINALE                          |  | 58-48 59TH STREET<br>MASPETH NY 11378                                      | 05/16/2012           | 05/08/2020         |
| DOL    | DOL            |          | ANTHONY J MINGARELLI JR                    |  | C/O T & T CONCRETE INC<br>2560 HAMBURG<br>TURNPIKELACKAWANNA NY<br>14218   | 07/08/2015           | 07/08/2020         |
| DOL    | DOL            |          | ANTHONY PERGOLA                            |  | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10323                              | 01/23/2017           | 01/23/2022         |
| DOL    | DOL            | ****3020 | APCO CONTRACTING CORP                      |  | 24 SOUTH MARYLAND<br>AVENUE<br>PORT WASHINGTON NY<br>11050                 | 09/24/2012           | 09/02/2020         |
| DOL    | DOL            | ****3219 | APOLLO CONSTRUCTION<br>SERVICES CORP       | APOLLO<br>PAINTING CO                  | 157 TIBBETTS ROAD<br>YONKERS NY 10705                                      | 03/12/2014           | 03/12/2019         |
| DOL    | DOL            |          | APOLLO PAINTING CO                         |  | 157 TIBBETTS ROAD<br>YONKERS NY 10705                                      | 03/12/2014           | 03/12/2019         |
| DOL    | DOL            | ****3295 | APOLLO PAINTING CORP                       |  | 3 ALAN B SHEPART PLACE<br>YONKERS NY 10705                                 | 03/12/2014           | 03/12/2019         |
| DOL    | AG             | ****0194 | APPLIED CONSTRUCTION INC                   |  | 46 RUGBY ROAD<br>WESTBURY NY 11590   | 11/20/2013           | 11/20/2018         |

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| DOL | NYC | ****8403 | AQUA JET PAINTING CORP                  |  | 10 VIKING DRIVE<br>WEST ISLIP NY 11795                                      | 04/16/2014 | 04/16/2019 |
| DOL | NYC | ****9232 | ARKAY CONSTRUCTION INC                  |  | 102-104 GREYLOCK AVENUE<br>BELLEVILLE NJ 07109                              | 07/15/2015 | 07/15/2020 |
| DOL | DOL | ****3953 | ASCAPE LANDSCAPE &<br>CONSTRUCTION CORP |  | 634 ROUTE 303<br>BLAUVELT NY 10913  | 07/26/2012 | 11/19/2018 |
| DOL | NYC | ****4779 | ASTORIA GENERAL<br>CONTRACTING CORP     |  | 35-34 31ST STREET<br>LONG ISLAND CITY NY 11106                              | 09/02/2015 | 09/02/2020 |
| DOL | NYC | ****7217 | ASTRO COMMUNICATIONS OF<br>NY CORP      |  | 79 ALEXANDER AVE- STE 36A<br>BRONX NY 10454                                 | 10/30/2015 | 10/30/2020 |
| DOL | NYC | ****6046 | ATLANTIC SUN<br>CONSTRUCTION CORP       |  | 58-46 59TH AVENUE<br>MASPETH NY 11378                                       | 05/08/2015 | 05/08/2020 |
| DOL | NYC |          | AUDLEY O'BRIEN                          |  | 1273 NORTH AVENUE/#1 CP<br>NEW ROCHELLE NY 10804                            | 04/07/2015 | 04/07/2020 |
| DOL | DOL |          | AVIS R HILL                             |  | 3510 HICKORY WALK LANE<br>ELLENWOOD GA 32094                                | 01/22/2015 | 01/22/2020 |
| DOL | AG  |          | AVTAR SINGH                             |  | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420                         | 12/22/2015 | 12/22/2020 |
| DOL | AG  |          | BALDEV SINGH                            |  | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420                         | 12/22/2015 | 12/22/2020 |
| DOL | DOL |          | BARBARA CASSIDY                         |  | 7 BLENIS PLACE<br>VALHALLA NY 10595   | 04/02/2015 | 04/02/2020 |
| DOL | DOL |          | BARRY KINNEY                            |  | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                             | 11/10/2015 | 11/10/2020 |
| DOL | NYC | ****3915 | BEACON RESTORATION INC                  |  | SUITE B-8<br>782 PELHAM PARKWAY<br>SOUTHBRONX NY 10462                      | 04/21/2016 | 04/21/2021 |
| DOL | DOL |          | BEVERLY F WILLIAMS                      |  | 1238 PRESIDENT STREET<br>BROOKLYN NY 11225                                  | 11/18/2013 | 11/18/2018 |
| DOL | DOL | ****8551 | BRANDY'S MASONRY                        |  | 216 WESTBROOK STREET<br>P O BOX 304SAYRE PA 18840                           | 08/09/2016 | 08/09/2021 |
| DOL | NYC | ****6555 | BROOKLYN WELDING CORP                   |  | 1273 NORTH AVENUE/ #1 CP<br>NEW ROCHELLE NY 10804                           | 04/07/2015 | 04/07/2020 |
| DOL | DOL | ****1449 | BRRESTORATION NY INC                    |  | 140 ARCADIA AVENUE<br>OSWEGO NY 13126                                       | 09/12/2016 | 09/12/2021 |
| DOL | DOL |          | BRUCE MORSEY                            |  | C/O KENT HOLLOW SIDING LL<br>29A BRIDGE STREETNEW<br>MILFORD CT 06776       | 01/15/2016 | 01/15/2021 |
| DOL | DOL | ****6156 | C & J LANDSCAPING &<br>MAINTENANCE INC  |  | 520 PINE HILL ROAD<br>CHESTER NY 10940                                      | 06/23/2014 | 06/23/2019 |
| DOL | DOL | ****8809 | C.B.E. CONTRACTING<br>CORPORATION       |  | 310 MCGUINNESS BLVD<br>GREENPOINT NY 11222                                  | 03/07/2017 | 03/07/2022 |
| DOL | DOL |          | CARIBBEAN POOLS                         |  | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVEBINGHAMTON NY 13904           | 02/04/2016 | 02/04/2021 |
| DOL | NYC | ****9172 | CASSIDY EXCAVATING INC                  |  | 14 RAILROAD AVENUE<br>VALHALLA NY 10595                                     | 05/15/2014 | 04/02/2020 |
| DOL | DOL | ****6745 | CATSKILL FENCE<br>INSTALLATIONS INC     |  | 5445 ROUTE 32<br>CATSKILL NY 12414  | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****8530 | CAZ CONTRACTING CORP                    |  | 37-11 35TH AVENUE<br>LONG ISLAND CITY NY 11101                              | 08/26/2013 | 08/26/2018 |
| DOL | DOL | ****8809 | CBE CONTRACTING CORP                    |  | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                               | 03/07/2017 | 03/07/2022 |
| DOL | DOL | ****5556 | CERTIFIED INSTALLERS INC                |  | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                                   | 02/21/2013 | 02/21/2018 |
| DOL | DOL | ****7655 | CHAMPION CONSTRUCTION<br>SERVICES CORP  |  | 2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234                                | 11/18/2015 | 11/18/2020 |
| DOL | NYC |          | CHARLES CASSIDY JR                      |  | 14 RAILROAD AVENUE<br>VALHALLA NY 10595                                     | 05/15/2014 | 04/02/2020 |
| DOL | DOL |          | CHARLES ZIMMER JR                       |  | 216 WESTBROOK STREET<br>P O BOX 304SAYRE PA 18840                           | 08/09/2016 | 08/09/2021 |
| DOL | DOL |          | CHRISTINE J HEARNE                      |  | C/O CJ-HEARNE<br>CONSTRUCTIO<br>131 PONCE DE LEON AVE<br>NEATLANTA GA 30308 | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****3360 | CITY LIMITS GROUP INC                   |  | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                       | 01/07/2014 | 06/23/2019 |
| DOL | DOL | ****0671 | CJ-HEARNE CONSTRUCTION<br>CO            |  | SUITE 204<br>131 PONCE DE LEON<br>AVENUEATLANTA GA 30308                    | 12/01/2015 | 12/01/2020 |
| DOL | NYC | ****2905 | COLONIAL ROOFING<br>COMPANY INC         |  | 247 48TH STREET<br>BROOKLYN NY 11220  | 02/05/2014 | 02/05/2019 |
| DOL | NYC | ****3182 | COLORTECH INC                           |  | 5990 58TH AVENUE<br>MASPETH NY 11378  | 11/18/2013 | 11/18/2018 |
| DOL | DOL | ****2703 | CONKLIN'S TECH-<br>MECHANICAL INC       |  | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                                    | 03/25/2014 | 03/25/2019 |

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| DOL | DOL |          | CONSTANTINOS ZERVAS                                 |                              | 37-11 35TH AVENUE<br>LONG ISLAND CITY NY 11101   | 08/26/2013 | 08/26/2018 |
| DOL | NYC | ****4468 | CRAFT CONTRACTING<br>GROUP INC                      |                              | 3256 BRUNER AVENUE<br>BRONX NY 10469   | 07/29/2014 | 07/29/2019 |
| DOL | NYC | ****8507 | CRAFT FENCE INC                                     |                              | 3256 BRUNER AVENUE<br>BRONX NY 10469   | 07/29/2014 | 07/29/2019 |
| DOL | NYC | ****2164 | CREATIVE TRUCKING INC                               |                              | 58-83 54TH STREET<br>MASPETH NY 11378  | 02/26/2016 | 02/26/2021 |
| DOL | DOL | ****7761 | D L MALARKEY<br>CONSTRUCTION                        |                              | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904   | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****7888 | D L MALARKEY<br>CONSTRUCTION INC                    |                              | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904   | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****5629 | DAKA PLUMBING AND<br>HEATING LLC                    |                              | 2561 ROUTE 55<br>POUGHQUAG NY 12570  | 02/19/2016 | 02/19/2021 |
| DOL | DOL |          | DANICA IVANOSKI                                     |                              | 61 WILLETT ST.<br>PASSAIC NJ 07503   | 10/26/2016 | 10/26/2021 |
| DOL | DOL |          | DARYL T RIEKS                                       |                              | C/O RIEKS CONTRACTING LLC<br>4804 GAHWILER<br>RODAUBURN NY 13021                       | 05/01/2015 | 05/01/2020 |
| DOL | NYC | ****7707 | DASSLE CONTRACTING INC                              |                              | 213-37 39TH AVE/SUITE 120<br>BAYSIDE NY 11360  | 05/08/2015 | 05/08/2020 |
| DOL | DOL |          | DAVID MARTINEZ                                      |                              | C/O EMPIRE TILE INC<br>6 TREMONT<br>COURTHUNTINGTON STATION<br>NY 11746                | 03/08/2016 | 03/08/2021 |
| DOL | NYC |          | DAWN AVILA AKA DAWN<br>BECHTOLD                     |                              | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAYFLORAL PARK NY<br>11001           | 06/24/2014 | 06/24/2019 |
| DOL | NYC |          | DAWN BECHTOLD AKA DAWN<br>AVILA                     |                              | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAYFLORAL PARK NY<br>11001           | 06/24/2014 | 06/24/2019 |
| DOL | DOL |          | DEAN ROBBINS III                                    |                              | 212 OXFORD WAY<br>SCHENECTADY NY 12309   | 12/11/2012 | 09/16/2018 |
| DOL | DOL |          | DEBBIE STURDEVANT                                   |                              | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901  | 02/21/2017 | 02/21/2022 |
| DOL | NYC | ****3865 | DECOMA BUILDING<br>CORPORATION                      |                              | 134 EVERGREEN PL/STE 101<br>EAST ORANGE NJ 07018                                       | 12/30/2013 | 12/30/2018 |
| DOL | DOL |          | DEDA GAZIVODAN                                      |                              | C/O DAKA PLUMBING AND H<br>2561 ROUTE 55POUGHQUAG<br>NY 12570                          | 02/19/2016 | 02/19/2021 |
| DOL | DOL | ****1446 | DELTA CONTRACTING<br>PAINTING AND DECORATING<br>INC |                              | 437 SUNRISE HIGHWAY<br>WEST BABYLON NY 11707   | 08/12/2013 | 08/12/2018 |
| DOL | DOL | ****3538 | DELTA CONTRACTING<br>PAINTING AND DESIGN INC        |                              | 75 MCCULLOCH DRIVE<br>DIX HILLS NY 11746   | 10/19/2010 | 08/12/2018 |
| DOL | DOL |          | DENNIS SCHWANDTNER                                  |                              | C/O YES SERVICE AND REPAI<br>145 LODGE AVEHUNTINGTON<br>STATION NY 11476               | 08/09/2016 | 08/09/2021 |
| DOL | DOL | ****9868 | DESANTIS ENTERPRISES                                |                              | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135  | 09/24/2013 | 11/18/2018 |
| DOL | DOL |          | DF CONTRACTORS OF<br>ROCHESTER, INC.                |                              | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | DOL |          | DF CONTRACTORS, INC.                                |                              | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | DOL | ****9252 | DI BERNARDO TILE AND<br>MARBLE CO INC               |                              | 15 WALKER WAY<br>ALBANY NY 12205   | 03/21/2014 | 03/21/2019 |
| DOL | NYC |          | DIMITRIOS KOUTSOUKOS                                |                              | C/O ASTORIA GENERAL<br>CONTR<br>35-34 31ST STREETLONG<br>ISLAND CITY NY 11106          | 09/02/2015 | 09/02/2020 |
| DOL | DOL | ****3242 | DONALD R. FORSAY                                    | DF LAWN<br>SERVICE           | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | DOL |          | DONALD R. FORSAY                                    |                              | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | DOL |          | DORIS SKODA   |                              | C/O APCO CONTRACTING<br>CORP<br>24 SOUTH MARYLAND<br>AVENUEPORT WASHINGTON<br>NY 11050 | 09/24/2012 | 09/02/2020 |
| DOL | NYC | ****7404 | DOSANJH CONSTRUCTION<br>CORP                        |                              | 9439 212TH STREET<br>QUEENS VILLAGE NY 11428   | 02/25/2016 | 02/25/2021 |
| DOL | DOL |          | DOUGLAS L MALARKEY                                  | MALARKEY<br>CONSTRUCTI<br>ON | 64 VICTORIA DRIVE<br>B INGHAMTON NY 13904  | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****6982 | DUFOR GROUP INC                                     | DUFOR<br>MASONRY             | 353 WEST 56TH STREET #7M<br>NEW YORK NY 10019  | 06/10/2014 | 06/10/2019 |
| DOL | DOL |          | DUFOR MASONRY                                       |                              | 353 WEST 56TH ST #7M<br>NEW YORK NY 10019  | 06/10/2014 | 06/10/2019 |

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| DOL | DOL |           | DUFOUR MASONRY & RESTORATION INC  |                                    | 353 WEST 56TH STREET #7M<br>NEW YORK NY 10019                             | 06/10/2014 | 06/10/2019 |
| DOL | DOL | *****5840 | DYNA CONTRACTING INC              |                                    | 363 88TH STREET<br>BROOKLYN NY 11209                                      | 11/18/2013 | 11/18/2018 |
| DOL | DOL |           | E C WEBB                          |                                    | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                           | 11/10/2015 | 11/10/2020 |
| DOL | DOL |           | EARL GALBREATH                    |                                    | 640 ASHFORD AVENUE<br>ARDSLEY NY 10502                                    | 08/27/2013 | 08/27/2018 |
| DOL | DOL |           | EARL L WILSON                     | WILSON BROTHER DRYWALL CONTRACTORS | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                                  | 08/31/2015 | 08/31/2020 |
| DOL | DOL | *****1496 | EAST COAST DRYWALL INC            |                                    | 1238 PRESIDENT STREET<br>BROOKLYN NY 11225                                | 11/18/2013 | 11/18/2018 |
| DOL | NYC |           | EDWARD MENKEN                     |                                    | C/O AQUA JET PAINTING<br>10 VIKING DRIVEWEST ISLIP<br>NY 11795            | 04/16/2014 | 04/16/2019 |
| DOL | NYC | *****0900 | EF PRO CONTRACTING INC            |                                    | 147 BROOME AVENUE<br>ATLANTIC BEACH NY 11509                              | 03/03/2014 | 03/03/2019 |
| DOL | NYC |           | EFSTRATIOS BERNARDIS              |                                    | 23-73 48TH STREET<br>LONG ISLAND CITY NY 11103                            | 04/24/2014 | 04/24/2019 |
| DOL | DOL |           | ELIZABETH RAMADANI                |                                    | C/O RAMADA CONSTRUCTION<br>80 SAVO LOOPSTATEN<br>ISLAND NY 10309          | 01/07/2014 | 01/07/2019 |
| DOL | DOL |           | ELLEN DESANTIS                    | DESANTIS ENTERPRISES               | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135                                 | 09/24/2013 | 11/18/2018 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR     |                                    | 5 EMES LANE<br>MONSEY NY 10952  | 01/20/2002 | 01/20/3002 |
| DOL | AG  |           | EMILIO FRANZA                     |                                    | 90 JUNIUS STREET<br>BROOKLYN NY 11212                                     | 01/23/2014 | 01/23/2019 |
| DOL | DOL |           | EMPIRE CONCRETE SERVICES LLC      |                                    | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                           | 11/18/2013 | 01/07/2019 |
| DOL | DOL | *****0511 | EMPIRE CONCRETE SYSTEMS LLC       |                                    | 101 SULLYS TRAIL/ SUITE 2<br>PITTSFORD NY 14534                           | 11/18/2013 | 01/07/2019 |
| DOL | DOL | *****2353 | EMPIRE CONSTRUCTORS LLC           |                                    | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                           | 11/18/2013 | 01/07/2019 |
| DOL | DOL |           | EMPIRE PRECAST LLC                |                                    | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                           | 11/18/2013 | 01/07/2019 |
| DOL | DOL | *****3270 | EMPIRE TILE INC                   |                                    | 6 TREMONT COURT<br>HUNTINGTON STATION NY<br>11746                         | 03/08/2016 | 03/08/2021 |
| DOL | DOL |           | ERIKA BARNETT                     |                                    | 253 BEACH BREEZE LANE<br>UNIT BARVERNE NY 11692                           | 02/05/2013 | 02/05/2018 |
| DOL | NYC |           | EVERTON CARLESS                   |                                    | 134 EVERGREEN PL/STE 101<br>EAST ORANGE NJ 07018                          | 12/30/2013 | 12/30/2018 |
| DOL | DOL | *****7403 | F & B PAINTING CONTRACTING INC    |                                    | 2 PARKVIEW AVENUE<br>HARRISON NY 10604                                    | 09/26/2016 | 09/26/2021 |
| DOL | DOL |           | F KALAFATIS                       |                                    | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                     | 01/07/2014 | 06/23/2019 |
| DOL | DOL |           | FANTASTIC PAINTING                |                                    | 493 LANSING ROAD<br>FULTONVILLE NY 12072                                  | 11/18/2013 | 11/18/2018 |
| DOL | DOL |           | FAY MATTHEW                       |                                    | C/O CHAMPION CONSTRUCTION<br>2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | DOL |           | FAZIA GINA ALI-MOHAMMED           | C/O CHAMPION CONSTRUCTION          | 2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234                              | 11/18/2015 | 11/18/2020 |
| DOL | DOL | *****1311 | FLOZ-ON PAINTING & DECORATING INC |                                    | 12 DUNDERBERG ROAD<br>TOMKINS NY 10986                                    | 10/16/2013 | 10/16/2018 |
| DOL | DOL | *****8961 | FLOZ-ON PAINTING INC              |                                    | 12 DUNDERBERG ROAD<br>TOMKINS NY 10986                                    | 10/16/2013 | 10/16/2018 |
| DOL | DOL |           | FRAN MICELI                       |                                    | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                     | 01/07/2014 | 06/23/2019 |
| DOL | DOL |           | FRANCES KALAFATIS                 |                                    | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                     | 01/07/2014 | 06/23/2019 |
| DOL | DOL |           | FRANCES KALAFATIS-MICELI          |                                    | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                     | 01/07/2014 | 06/23/2019 |
| DOL | DOL |           | FRANK BENEDETTO                   |                                    | C/O F & B PAINTING CONTRA<br>2 PARKVIEW AVENUE<br>HARRISON NY 10604       | 09/26/2016 | 09/26/2021 |
| DOL | DOL |           | FRANK DEMARTINO                   |                                    | 101-61 99TH STREET<br>OZONE PARK NY 11416                                 | 02/15/2017 | 02/15/2022 |
| DOL | DOL |           | FRANK DEMARTINO                   |                                    | 101-61 99TH STREET<br>OZONE PARK NY 11416                                 | 02/15/2017 | 02/15/2022 |

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| DOL | DOL |          | FRANK J MERCANDO                               |  | 134 MURRAY AVENUE<br>YONKERS NY 10704                              | 12/11/2009 | 02/03/2019 |
| DOL | DOL |          | FRANK MICELI JR                                | C/O FRANK<br>MICELI JR<br>CONTRACTIN<br>G INC    | 19 CLIFF STREET<br>NEW ROCHELLE NY 10801                           | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****1321 | FRANK MICELI JR<br>CONTRACTING INC             |  | 19 CLIFF STREET<br>NEW ROCHELLE NY 10801                           | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****2724 | FRESH START PAINTING<br>CORP                   |  | 157 TIBBETS ROAD<br>YONKERS NY 10705                               | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | G FUCCI CONSTRUCTION<br>SERVICES               |  | 3 ALAN B SHEPARD PLACE<br>YONKERS NY 10705                         | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****6767 | G FUCCI PAINTING INC                           |  | C/O SPIEGEL & UTRERA<br>1 MAIDEN LANE - 5TH FLNEW<br>YORK NY 10038 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****4546 | GAF PAINTING LLC                               |  | 157 TIBBETS ROAD<br>YONKERS NY 10705                               | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | GALINDA ROTENBERG                              |  | C/O GMDV TRANS INC<br>67-48 182ND STREETFRESH<br>MEADOWS NY 11365  | 06/24/2016 | 06/24/2021 |
| DOL | DOL |          | GARDEN STATE PAINTING                          |  | 157 TIBBETS ROAD<br>YONKERS NY 10705                               | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | GARY MCDOWELL                                  | GM<br>CONSTRUCTI<br>ON & LAWN<br>CARE<br>SERVICE | 76 PLEASANT STREET<br>WELLSVILLE NY 14895                          | 06/11/2013 | 06/11/2018 |
| DOL | DOL |          | GEORGE DI BERNARDO                             |  | C/O DI BERNARDO TILE<br>15 WALKER WAYALBANY NY<br>12205            | 03/21/2014 | 03/21/2019 |
| DOL | DA  |          | GEORGE LUCEY                                   |  | 150 KINGS STREET<br>BROOKLYN NY 11231                              | 01/19/1998 | 01/19/2998 |
| DOL | DOL | ****0878 | GM CONSTRUCTION & LAWN<br>CARE SERVICE         |  | 76 PLEASANT STREET<br>WELLSVILLE NY 14895                          | 06/11/2013 | 06/11/2018 |
| DOL | DOL | ****5674 | GMDV TRANS INC                                 |  | 67-48 182ND STREET<br>FRESH MEADOWS NY 11365                       | 06/24/2016 | 06/24/2021 |
| DOL | DOL | ****0090 | GOLDS FLOORING<br>INSTALLATIONS INC            |  | 25 HAMILTON ROAD<br>MONTICELLO NY 12701                            | 10/16/2013 | 10/16/2018 |
| DOL | DOL |          | GREGORY A FUCCI                                |  | C/O PAF PAINTING SERVICES<br>157 TIBBETS ROADYONKERS<br>NY 10705   | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | GREGORY FUCCI JR                               |  | C/O APOLLO CONSTRUCTION<br>157 TIBBETS ROADYONKERS<br>NY 10705     | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****9456 | GUILLO CONTRACTING CORP                        |  | P O BOX 229<br>CALVERTON NY 11933                                  | 07/08/2013 | 07/08/2018 |
| DOL | NYC | ****0346 | H N H CONTRACTORS CORP                         |  | 4558 BROADWAY # 6<br>NEW YORK NY 10040                             | 08/04/2014 | 08/04/2019 |
| DOL | DOL |          | HALSSAM FOSTOK                                 |  | 5 HANSEN PLACE<br>WAYNE NJ 07470                                   | 09/18/2013 | 09/18/2018 |
| DOL | NYC |          | HAMEEDUL HASAN                                 |  | 240 HOME STREET<br>TEANECK NJ 07666                                | 08/04/2014 | 08/04/2019 |
| DOL | AG  | ****9918 | HARA ELECTRIC CORP                             |  | 2461 47TH STREET<br>ASTORIA NY 11103                               | 09/26/2013 | 09/26/2018 |
| DOL | NYC |          | HARMEL SINGH                                   |  | 15 CLINTON LANE<br>HICKSVILLE NY 11801                             | 02/25/2016 | 02/25/2021 |
| DOL | NYC |          | HAROLD KUEMMEL                                 |  | 58-83 54TH STREET<br>MASPETH NY 11378                              | 02/26/2016 | 02/26/2021 |
| DOL | AG  |          | HARVINDER SINGH PAUL                           |  | 90 JUNIUS STREET<br>BROOKLYN NY 11212                              | 01/23/2014 | 01/23/2019 |
| DOL | DOL |          | HENRY VAN DALRYMPLE                            |  | 2663 LANTERN LANE<br>ATLANTA GA 30349                              | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****6370 | HILLIANO CONSTRUCTION &<br>ELECTRICAL INC      |  | 354 MAGNOLIA STREET<br>ROCHESTER NY 14611                          | 01/22/2015 | 01/22/2020 |
| DOL | DOL | ****8282 | IDEMA DEVELOPMENT INC                          |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                         | 12/04/2015 | 12/04/2020 |
| DOL | DOL | ****8282 | IDEMA GENERAL<br>CONTRACTORS INC               |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                         | 12/04/2015 | 12/04/2020 |
| DOL | DOL | ****7001 | INTEGRATED CONSTRUCTION<br>& POWER SYSTEMS INC |  | SUITE 100<br>2105 W GENESEE<br>STREETS YRACUSE NY 13219            | 01/06/2016 | 01/06/2021 |
| DOL | AG  | ****0000 | J A M CONSTRUCTION CORP                        |  | SUITE 125<br>265 SUNRISE<br>HIGHWAY ROCKVILLE CENTRE<br>NY 10457   | 04/07/2016 | 04/07/2021 |
| DOL | DOL | ****7598 | J M RICH LLC                                   |  | P O BOX 268<br>STILLWATER NY 12170                                 | 09/16/2013 | 03/21/2019 |

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| DOL | DOL | ****3478 | J N P CONSTRUCTION CORP        |  | 50 LOUIS COURT<br>P O BOX 1907SOUTH<br>HACKENSACK NY 07606                 | 03/21/2014 | 03/21/2019 |
| DOL | DOL |          | J N RICH LLC                   |  | P O BOX 268<br>STILLWATER NY 12170   | 09/16/2013 | 03/21/2019 |
| DOL | DOL | ****4910 | J V MAGIC TOUCH<br>CORPORATION |  | 94-25 57TH AVENUE, APT 5G<br>ELMHURST NY 11373                             | 01/12/2015 | 01/12/2020 |
| DOL | DOL |          | JACQUELINE HOWE                |  | C/O FLOZ-ON PAINTING INC<br>12 DUNDERBERG<br>ROADTOMKINS NY 10986          | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****8627 | JAG I LLC                      |  | 635 LUZERNE ROAD<br>QUEENSBURY NY 12804                                    | 09/16/2013 | 09/16/2018 |
| DOL | DOL | ****2868 | JAG INDUSTRIES INC             |  | 175 BROAD ST - SUITE 320<br>GLENS FALLS NY 12801                           | 09/16/2013 | 09/16/2018 |
| DOL | DOL |          | JAMES B RHYNDERS               |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | DOL |          | JAMES BOYCE                    |  | C/O EMPIRE CONCRETE SYST<br>101 SULLYS TRAIL/SUITE<br>20PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL |          | JAMES E RHYNDERS               |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | AG  |          | JAMES FALCONE                  |  | SUITE 125<br>265 SUNRISE<br>HIGHWAYROCKVILLE CENTRE<br>NY 10457            | 04/07/2016 | 04/07/2021 |
| DOL | DOL |          | JAMES RHYNDERS SR              |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | DOL |          | JAMES SICKAU                   |  | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                                | 04/19/2011 | 07/08/2020 |
| DOL | DOL |          | JASON M RICH                   |  | P O BOX 268<br>STILLWATER NY 12170   | 09/16/2013 | 03/21/2019 |
| DOL | DOL |          | JASON W MILLIMAN               |  | C/O ROCHESTER<br>ACOUSTICAL<br>P O BOX 799HILTON NY 14468                  | 02/19/2016 | 02/19/2021 |
| DOL | DOL |          | JEFF P BRADLEY                 |  | 520 PINE HILL ROAD<br>CHESTER NY 10940                                     | 06/23/2014 | 06/23/2019 |
| DOL | NYC |          | JEFFREY CASSIDY                |  | 14 RAILROAD AVENUE<br>VALHALLA NY 10595                                    | 05/15/2014 | 04/02/2020 |
| DOL | DOL |          | JERALD HOWE                    |  | C/O FLOZ-ON PAINTING INC<br>12 DUNDERBERG<br>ROADTOMKINS NY 10986          | 10/16/2013 | 10/16/2018 |
| DOL | DOL |          | JEROME LACITIGNOLA             |  | C/O CATSKILL FENCE INSTAL<br>5445 ROUTE 32 CATSKILL NY<br>12414            | 08/22/2014 | 08/22/2019 |
| DOL | DOL |          | JESSICA WHITESIDE              |  | C/O BRRESTORATION NY INC<br>140 ARCADIA<br>AVENUEOSWEGO NY 13126           | 09/12/2016 | 09/12/2021 |
| DOL | DOL |          | JOHN DESCUL                    |  | 437 SUNRISE HIGHWAYA<br>WEST BABYLON NY 11704                              | 08/12/2013 | 08/12/2018 |
| DOL | DOL |          | JON E DEYOUNG                  |  | 261 MILL ROAD<br>P O BOX 296EAST AURORA<br>NY 14052                        | 07/29/2015 | 07/29/2020 |
| DOL | DOL |          | JORGE VILLALOBOS               |  | 94-25 57TH AVENUE - APT 5<br>ELMHURST NY 11373                             | 01/12/2015 | 01/12/2020 |
| DOL | DOL |          | JOSE MONTAS                    |  | 27 BUTLER PLACE<br>YONKERS NY 10710  | 03/18/2011 | 03/19/2020 |
| DOL | AG  |          | JOSEPH FALCONE                 |  | SUITE 125<br>265 SUNRISE<br>HIGHWAYROCKVILLE CENTRE<br>NY 10457            | 04/07/2016 | 04/07/2021 |
| DOL | DOL | ****9273 | JOSEPH M LOVETRO               |  | P O BOX 812<br>BUFFALO NY 14220  | 08/09/2016 | 08/09/2021 |
| DOL | NYC |          | JOSEPH MARTINO                 |  | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314                             | 12/13/2017 | 12/13/2022 |
| DOL | DOL |          | JOSEPH MARTONE                 |  | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                     | 08/27/2013 | 08/27/2018 |
| DOL | DOL |          | JOSHUA DEBOWSKY                |  | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                             | 02/05/2014 | 02/05/2019 |
| DOL | DOL |          | JOYA MUSCOLINO                 |  | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                 | 09/03/2013 | 09/03/2018 |
| DOL | DOL |          | JUANA MARTINEZ                 |  | C/O LEAD CONSTRUCTION<br>27 BUTLER PLACEYONKERS<br>NY 10710                | 03/19/2015 | 03/19/2020 |
| DOL | DOL | ****4340 | JUBCO SITE DEVELOPMENT<br>LLC  |  | 462 LAKEVIEW AVENUE<br>VALHALLA NY 10595                                   | 12/16/2013 | 12/16/2018 |
| DOL | DOL |          | JULIUS AND GITA BEHREND        |  | 5 EMES LANE<br>MONSEY NY 10952   | 11/20/2002 | 11/20/3002 |

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| DOL | DOL | ****5062 | K R F SITE DEVELOPMENT INC                          |  | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                         | 01/23/2017 | 01/23/2022 |
| DOL | DOL |          | KAREN HARTMAN                                       |  | C/O GUILLO CONTRACTING<br>P O BOX 229CALVERTON NY<br>11933             | 07/08/2013 | 07/08/2018 |
| DOL | NYC |          | KATHLEEN SELA                                       | C/O COLONIAL<br>ROOFING<br>COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220                                   | 02/05/2014 | 02/05/2019 |
| DOL | DOL |          | KEITH SCHEPIS                                       |  | C/O KJS HAULING AND HOME<br>95 MAPLE AVENUE NEW CITY<br>NY 10956       | 04/15/2013 | 04/15/2018 |
| DOL | DOL |          | KENNETH FIORENTINO                                  |  | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                         | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****9732 | KENT HOLLOW SIDING LLC                              |  | 29A BRIDGE STREET<br>NEW MILFORD CT 06776                              | 01/15/2016 | 01/15/2021 |
| DOL | DOL |          | KEVIN BABCOCK JR                                    |  | P O BOX 46<br>THOMPSON RIDGE NY 10985                                  | 08/22/2014 | 08/22/2019 |
| DOL | DOL |          | KEVIN M BABCOCK                                     |  | P O BOX 46<br>THOMPSON RIDGE NY 10985                                  | 08/22/2014 | 08/22/2019 |
| DOL | DOL |          | KIM SOROCENSKI                                      |  | C/O SOLUTION MATTERS INC<br>198 NORWOOD ROADPORT<br>JEFFERSON NY 11776 | 11/19/2015 | 11/19/2020 |
| DOL | DOL | ****2463 | KJS HAULING AND HOME<br>IMPROVEMENT INC             |  | 95 MAPLE AVENUE<br>NEW CITY NY 10956                                   | 04/15/2013 | 04/15/2018 |
| DOL | AG  |          | KOSTAS "GUS"<br>ANDRIKOPOULOS                       |  | 2461 47TH STREET<br>ASTORIA NY 11103                                   | 09/26/2013 | 09/26/2018 |
| DOL | DA  | ****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION |  | 150 KINGS STREET<br>BROOKLYN NY 11231                                  | 08/19/1998 | 08/19/2998 |
| DOL | DOL | ****6224 | LAKESIDE FIRE SPRINKLERS<br>LLC                     |  | 125 CHAUTAUQUA AVENUE<br>LAKEWOOD NY 14750                             | 06/24/2015 | 06/24/2020 |
| DOL | AG  | ****4643 | LALO DRYWALL, INC.                                  |  | 221 OLD FORD ROAD<br>NEW PLATZ NY 12561                                | 05/20/2016 | 05/20/2021 |
| DOL | DOL | ****4505 | LARAPINTA ASSOCIATES INC                            |  | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                              | 02/21/2017 | 02/21/2022 |
| DOL | DOL |          | LAURI MARTONE                                       |  | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                 | 08/27/2013 | 08/27/2018 |
| DOL | DOL |          | LAVERN GLAVE  |  | C/O RAW POWER ELECTRIC<br>3 PARK CIRCLE MIDDLETOWN<br>NY 10940         | 09/15/2014 | 09/15/2019 |
| DOL | DOL |          | LAWRENCE J RUGGLES                                  |  | P O BOX 371<br>ROUND LAKE NY 12151                                     | 05/12/2014 | 05/12/2019 |
| DOL | DOL | ****1364 | LEAD CONSTRUCTION<br>SERVICES INC                   |  | 3 ALAN B SHEPARD PLACE<br>YONKERS NY 10705                             | 03/19/2015 | 03/19/2020 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION LLC                              |  | PO BOX 10007<br>ALBANY NY 12201  | 08/14/2017 | 08/14/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201  | 06/24/2016 | 01/30/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201  | 06/24/2016 | 01/30/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | AG  |          | LEONID FRIDMAN                                      |  | APT 5<br>200 BRIGHTON, 15TH<br>STBROOKLYN NY 11235                     | 01/23/2014 | 01/23/2019 |
| DOL | DOL |          | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201  | 08/14/2017 | 08/14/2022 |
| DOL | DOL |          | LINDSEY R CRILL                                     |  | 143 FILLMORE AVENUE<br>BUFFALO NY 14210                                | 01/08/2015 | 01/08/2020 |
| DOL | DOL | ****8453 | LINPHILL ELECTRICAL<br>CONTRACTORS INC              |  | 523 SOUTH 10TH AVENUE<br>MOUNT VERNON NY 10553                         | 01/07/2011 | 04/15/2018 |
| DOL | DOL |          | LINVAL BROWN  |  | 523 SOUTH 10TH AVENUE<br>MOUNT VERNON NY 10553                         | 01/07/2011 | 04/15/2018 |

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| DOL | AG  |          | LUIS MARTINEZ                            | LALO DRYWALL                       | 211 MAIN ST.<br>NEW PALTZ NY 12561  | 05/20/2016 | 05/20/2021 |
| DOL | NYC | ****2850 | M A 2 FLAGS CONTRACTING CORP             |                                    | 25-18 100TH STREET<br>EAST ELMHURST NY 11369                                  | 08/21/2013 | 08/21/2018 |
| DOL | DOL |          | M ANVER BEIG                             |                                    | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                                 | 03/07/2017 | 03/07/2022 |
| DOL | AG  | ****6957 | M B DIN CONSTRUCTION INC                 |                                    | 8831 20TH AVENUE/SUITE 6E<br>BROOKLYN NY 11214                                | 11/17/2015 | 11/17/2020 |
| DOL | NYC | ****6317 | M S QUALITY CONSTRUCTION LLC             |                                    | 27 MAPLEWOOD AVENUE<br>COLONIA NJ 07067                                       | 02/04/2015 | 02/04/2020 |
| DOL | DOL |          | M. ANVER BEIG                            |                                    | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                                 | 03/07/2017 | 03/07/2022 |
| DOL | NYC |          | MACIEJ SONTOWSKI                         |                                    | 27 MAPLEWOOD AVENUE<br>COLONIA NJ 07067                                       | 02/04/2015 | 02/04/2020 |
| DOL | NYC | ****9590 | MACK GLASSNAUTH IRON WORKS INC           |                                    | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212                                       | 12/21/2015 | 12/21/2020 |
| DOL | NYC | ****3141 | MACKIEY REED ELECTRIC INC                |                                    | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAY FLORAL PARK NY<br>11001 | 06/24/2014 | 06/24/2019 |
| DOL | DOL | ****1784 | MADISON AVE CONSTRUCTION CORP            |                                    | 39 PENNY STREET<br>WEST ISLIP NY 11795  | 11/02/2016 | 11/02/2021 |
| DOL | DOL |          | MALARKEY'S BAR & GRILL LLC               |                                    | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                      | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****0705 | MALARKEY'S PUB & GRUB LLC                |                                    | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                      | 02/04/2016 | 02/04/2021 |
| DOL | DA  |          | MANUEL P TOBIO                           |                                    | 150 KINGS STREET<br>BROOKLYN NY 14444   | 08/19/1998 | 08/19/2998 |
| DOL | DA  |          | MANUEL TOBIO                             |                                    | 150 KINGS STREET<br>BROOKLYN NY 11231   | 08/19/1998 | 08/19/2998 |
| DOL | DOL |          | MARIACHI'S PIZZERIA                      |                                    | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVE BINGHAMTON NY 13904            | 02/04/2016 | 02/04/2021 |
| DOL | DOL |          | MARK MIONIS                              |                                    | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                               | 11/10/2015 | 11/10/2020 |
| DOL | DOL | ****5533 | MARQUISE CONSTRUCTION & DEVELOPMENT CORP |                                    | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                    | 09/03/2013 | 09/03/2018 |
| DOL | DOL | ****8810 | MARQUISE CONSTRUCTION ASSOCIATES INC     |                                    | 20 BOSWELL ROAD<br>PUTNAM VALLEY NY 10579                                     | 09/03/2013 | 09/03/2018 |
| DOL | DOL | ****1134 | MARQUISE CONSTRUCTION CORP               |                                    | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                    | 09/03/2013 | 09/03/2018 |
| DOL | DOL |          | MARVIN A STURDEVANT                      |                                    | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                                     | 02/21/2017 | 02/21/2022 |
| DOL | DOL |          | MATTHEW IDEMA GENERAL CONTRACTORS INC    |                                    | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                    | 12/04/2015 | 12/04/2020 |
| DOL | DOL | ****6416 | MCCALL MASONRY                           |                                    | P O BOX 304<br>SAYRE PA 18840   | 08/09/2016 | 08/09/2021 |
| DOL | DOL | ****9028 | MCINTOSH INTERIORS LLC                   |                                    | 8531 AVENUE B<br>BROOKLYN NY 11236  | 02/05/2013 | 02/05/2018 |
| DOL | DOL | ****4259 | MERCANDO CONTRACTING CO INC              |                                    | 134 MURRAY AVENUE<br>YONKERS NY 10704   | 12/11/2009 | 02/03/2019 |
| DOL | DOL | ****0327 | MERCANDO INDUSTRIES LLC                  |                                    | 134 MURRAY AVENUE<br>YONKERS NY 10704   | 12/11/2009 | 02/03/2019 |
| DOL | NYC | ****5330 | METRO DUCT SYSTEMS INC                   |                                    | 1219 ASTORIA BOULEVARD<br>LONG ISLAND CITY NY 11102                           | 04/16/2014 | 11/19/2020 |
| DOL | DOL | ****3368 | MICEK CONSTRUCTION CO INC                |                                    | 20 CROSS STREET<br>FALCONER NY 14733  | 12/02/2014 | 12/02/2019 |
| DOL | DOL |          | MICHAEL A PASCARELLA                     |                                    | SUITE 100<br>2105 WEST GENESEE STREET<br>SYRACUSE NY 13219                    | 01/06/2016 | 01/06/2021 |
| DOL | DOL |          | MICHAEL F LEARY JR                       |                                    | 3813 SNOWDEN HILL<br>ROAD NEW HARTFORD NY<br>13413                            | 06/19/2013 | 06/19/2018 |
| DOL | DOL |          | MICHAEL F LEARY JR METAL STUD & DRYWALL  |                                    | 3813 SNOWDEN HILL ROAD<br>NEW HARTFORD NY 13413                               | 06/19/2013 | 06/19/2018 |
| DOL | NYC |          | MICHAEL HIRSCH                           |                                    | C/O MZM CORP<br>163 S MAIN STREET NEW CITY<br>NY 10956                        | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | MICHAEL KTISTAKIS                        |                                    | 363 88TH STREET<br>BROOKLYN NY 11209  | 11/18/2013 | 11/18/2018 |
| DOL | DOL |          | MICHAEL WILSON                           | WILSON BROTHER DRYWALL CONTRACTORS | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                                      | 08/31/2015 | 08/31/2020 |
| DOL | DOL |          | MICHELLE L BARBER                        |                                    | 635 LUZERNE ROAD<br>QUEENSBURY NY 12804                                       | 09/16/2013 | 09/16/2018 |

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| DOL | NYC |          | MIGUEL ACOSTA                                    |                              | 25-18 100TH STREET<br>EAST ELMHURST NY 11369                                     | 08/21/2013 | 08/21/2018 |
| DOL | NYC |          | MILANCE HADZIC                                   |                              | 22 CALIFORNIA AVE - STE 1<br>PATERSON NJ 07503                                   | 03/11/2015 | 03/11/2020 |
| DOL | AG  |          | MOHAMMAD RIAZ                                    |                              | 46 RUGBY ROAD<br>WESTBURY NY 11590   | 11/20/2013 | 11/20/2018 |
| DOL | AG  |          | MOHAMMED N CHATHA                                |                              | 8831 20TH AVENUE/SUITE 6E<br>BROOKLYN NY 11214                                   | 11/17/2015 | 11/17/2020 |
| DOL | DOL | ****2737 | MOUNTAIN'S AIR INC                               |                              | 2471 OCEAN AVENUE- STE 7A<br>BROOKLYN NY 11229                                   | 09/24/2012 | 09/18/2020 |
| DOL | DOL |          | MUHAMMAD BEIG                                    |                              | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                                    | 03/07/2017 | 03/07/2022 |
| DOL | DOL |          | MUHAMMAD BEIG                                    |                              | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                                    | 03/07/2017 | 03/07/2022 |
| DOL | DOL |          | MUHAMMAD PERVAIZ                                 |                              | C/O CHAMPION<br>CONSTRUCTION<br>2131 SCHENECTADY<br>AVENUEBROOKLYN NY 11234      | 11/18/2015 | 11/18/2020 |
| DOL | NYC | ****3613 | MZM CORP   |                              | 163 S MAIN STREET<br>NEW CITY NY 10956   | 01/28/2016 | 01/28/2021 |
| DOL | NYC | ****1284 | NEW AMERICAN<br>RESTORATION INC                  |                              | 22 CALIFORNIA AVE - STE 1<br>PATERSON NJ 07503                                   | 03/11/2015 | 03/11/2020 |
| DOL | DA  | ****6988 | NEW YORK INSULATION INC                          |                              | 58-48 59TH STREET<br>MASPETH NY 11378  | 05/16/2012 | 05/08/2020 |
| DOL | NYC | ****4839 | NEW YORK RIGGING CORP                            |                              | 58-83 54TH STREET<br>MASPETH NY 11378  | 02/26/2016 | 02/26/2021 |
| DOL | DOL |          | NICHOLAS DEGREGORY JR                            | NJ<br>DEGREGORY<br>& COMPANY | 1698 ROUTE 9<br>GLENS FALLS NY 12801   | 05/23/2013 | 05/23/2018 |
| DOL | NYC |          | NICHOLAS PROVENZANO                              |                              | 147 BROOME AVENUE<br>ATLANTIC BEACH NY 11509                                     | 03/03/2014 | 03/03/2019 |
| DOL | NYC |          | NICHOLAS PROVENZANO                              |                              | 147 BROOME AVENUE<br>ATLANTIC BEACH NY 11509                                     | 03/03/2014 | 03/03/2019 |
| DOL | DOL | ****5279 | NJ DEGREGORY & COMPANY                           |                              | 1698 ROUTE 9<br>GLENS FALLS NY 12801   | 05/23/2013 | 05/23/2018 |
| DOL | DOL |          | NJ DEGREGORY & SONS<br>CONSTRUCTION              |                              | 1698 ROUTE 9<br>GLENS FALLS NY 12801   | 05/23/2013 | 05/23/2018 |
| DOL | NYC | ****1968 | NORTH AMERICAN IRON<br>WORKS INC                 |                              | 1560 DECATUR STREET<br>RIDGWOOD NY 11385   | 05/15/2015 | 05/15/2020 |
| DOL | DOL | ****6966 | NORTH COUNTRY DRYWALL<br>AND PAINT               |                              | 23167 COUNTY ROUTE 59<br>DEXTER NY 13634   | 10/24/2016 | 10/24/2021 |
| DOL | DOL | ****0065 | NORTHEAST LANDSCAPE<br>AND MASONRY ASSOC         |                              | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10523                                    | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****1845 | OC ERECTERS, LLC A/K/A OC<br>ERECTERS OF NY INC. |                              | 1207 SW 48TH TERRACE<br>DEERFIELD BEACH FL 33442                                 | 01/16/2018 | 01/16/2023 |
| DOL | NYC | ****8337 | OPTIMUM CONSTRUCTION<br>INC                      |                              | 23-73 48TH STREET<br>LONG ISLAND CITY NY 11103                                   | 04/24/2014 | 04/24/2019 |
| DOL | NYC |          | ORSON ARROYO                                     |                              | C/O METRO DUCT SYSTEMS<br>12-19 ASTORIA<br>BOULEVARDLONG ISLAND<br>CITY NY 11102 | 04/16/2014 | 11/19/2020 |
| DOL | DOL | ****4546 | PAF PAINTING CORP                                |                              | 161 TIBBETTS ROAD<br>YONKERS NY 10705  | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****5242 | PAF PAINTING SERVICES INC                        | GARDEN<br>STATE<br>PAINTING  | 157 TIBBETTS ROAD<br>YONKERS NY 10103  | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | PAF PAINTING SERVICES OF<br>WESTCHESTER INC      |                              | C/O SPIEGEL & UTRERA<br>1 MAIDEN LANE - 5TH FLNEW<br>YORK NY 10038               | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****8802 | PAT'S HEATING AND AIR<br>CONDITIONING LTD        |                              | P O BOX 371<br>ROUND LAKE NY 12151   | 05/12/2014 | 05/12/2019 |
| DOL | DOL |          | PATRICIA M RUGGLES                               |                              | P O BOX 371<br>ROUND LAKE NY 12151   | 05/12/2014 | 05/12/2019 |
| DOL | DOL |          | PAUL VERNA                                       |                              | C/O AMERICAN STEEL<br>MECHA<br>693 PAINTER STREETMEDIA<br>PA 19063               | 02/20/2013 | 02/20/2018 |
| DOL | NYC | ****9422 | PELIUM CONSTRUCTION, INC.                        |                              | 22-33 35TH ST.<br>ASTORIA NY 11105   | 12/30/2016 | 12/30/2021 |
| DOL | DOL |          | PETER M PERGOLA                                  |                              | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10523                                    | 01/23/2017 | 01/23/2022 |
| DOL | NYC |          | PETER TRITARIS                                   |                              | 5990 58TH AVENUE<br>MASPETH NY 11378   | 11/18/2013 | 11/18/2018 |
| DOL | DOL |          | PIERRE LAPORT                                    |                              | 224 COUNTY HIGHWAY 138<br>BROADALBIN NY 12025                                    | 03/07/2017 | 03/07/2022 |
| DOL | DOL | ****1543 | PJ LAPORT FLOORING INC                           |                              | 224 COUNTY HIGHWAY 138<br>BROADALBIN NY 12025                                    | 03/07/2017 | 03/07/2022 |

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| DOL | DOL | ****2989 | PROFESSIONAL ESTIMATING & BUSINESS CORP |                    | 157 TIBBETS ROAD<br>YONKERS NY 10705                                  | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****6895 | PROLINE CONCRETE OF WNY INC             |                    | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                           | 04/19/2011 | 07/08/2020 |
| DOL | DA  | ****6817 | QUADRANT METAL BUILDINGS LLC            |                    | 2740 SW MARTIN DOWNS BLVD<br>PALM CITY FL 34990                       | 08/25/2016 | 08/25/2021 |
| DOL | DOL | ****0015 | RAMADA CONSTRUCTION CORP                |                    | 80 SAVO LOOP<br>STATEN ISLAND NY 10309                                | 01/07/2014 | 01/07/2019 |
| DOL | NYC |          | RAMESHWAR ASU                           |                    | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212                               | 12/21/2015 | 12/21/2020 |
| DOL | DOL |          | RANA A KAHN                             |                    | 1973 81ST ST - SUITE A-5<br>BROOKLYN NY 11214                         | 01/08/2015 | 01/08/2020 |
| DOL | NYC |          | RANTIK PARIKH                           |                    | 13 LORIANN ROAD<br>WARREN NJ 07059                                    | 07/15/2015 | 07/15/2020 |
| DOL | DOL | ****2633 | RAW POWER ELECTRIC CORP                 |                    | 3 PARK PLACE<br>MIDDLETOWN NY 10940                                   | 09/16/2013 | 09/15/2019 |
| DOL | NYC |          | RAYMOND PEARSON                         |                    | P O BOX 957<br>PORT JEFFERSON STA NY 11776                            | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | REBECCA THORNE                          |                    | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                             | 02/21/2013 | 02/21/2018 |
| DOL | DOL |          | REGINALD WARREN                         |                    | C/O RAW POWER ELECTRIC<br>3 PARK CIRCLE MIDDLETOWN NY 10940           | 09/15/2014 | 09/15/2019 |
| DOL | NYC | ****3461 | RELIANCE GENERAL CONSTRUCTION INC       |                    | 644 OCEAN PARKWAY<br>BROOKLYN NY 11230                                | 09/02/2015 | 09/02/2020 |
| DOL | DOL |          | REVOLUTIONARY FLOORS LLC                |                    | P O BOX 268<br>STILLWATER NY 12170                                    | 09/16/2013 | 03/21/2019 |
| DOL | DOL |          | RHINO CONCRETE LLC                      |                    | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                       | 11/18/2013 | 01/07/2019 |
| DOL | DA  |          | RIANN MULLER                            |                    | 2740 SW MARTIN DOWNS BLVD<br>PALM CITY FL 34990                       | 08/25/2016 | 08/25/2021 |
| DOL | DOL |          | RICHARD WILSON                          |                    | C/O DUFOUR GROUP INC<br>353 WEST 56TH STREET<br>#7M NEW YORK NY 10019 | 06/10/2014 | 06/10/2019 |
| DOL | DOL | ****8618 | RIEKS CONTRACTING LLC                   |                    | 4804 GAHWILER ROAD<br>AUBURN NY 13021                                 | 05/01/2015 | 05/01/2020 |
| DOL | DOL |          | ROBBYE BISSEAR                          |                    | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427                     | 01/11/2003 | 01/11/3003 |
| DOL | DOL | ****1855 | ROBERT D BISHOP JR                      | ROBERT D BISHOP JR | P O BOX 112<br>MORRISONVILLE NY 12962                                 | 07/15/2014 | 07/15/2019 |
| DOL | DOL |          | ROBERT D BISHOP JR                      |                    | P O BOX 112<br>MORRISONVILLE NY 12962                                 | 07/15/2014 | 07/15/2019 |
| DOL | NYC |          | ROBERT GUIDO                            |                    | 3256 BRUNER AVENUE<br>BRONX NY 10469                                  | 07/29/2014 | 07/29/2019 |
| DOL | DOL |          | ROBERT L EVANS                          |                    | 128A NORTH STAMFORD ROAD<br>STAMFORD CT 06903                         | 05/23/2013 | 05/23/2018 |
| DOL | DOL |          | ROBERT TORDELLA                         |                    | 125 CHAUTAUQUA AVENUE<br>LAKEWOOD NY 14750                            | 06/24/2015 | 06/24/2020 |
| DOL | DOL | ****3859 | ROCHESTER ACOUSTICAL CORP               |                    | P O BOX 799<br>HILTON NY 14468  | 02/19/2016 | 02/19/2021 |
| DOL | NYC |          | RODNEY SCOTT                            |                    | 201 HEMPSTEAD AVENUE<br>WEST HEMPSTEAD NY 11552                       | 10/30/2015 | 10/30/2020 |
| DOL | DOL |          | ROMEO WARREN                            |                    | C/O RAW POWER ELECTRIC CORP<br>3 PARK PLACE MIDDLETOWN NY 10940       | 09/16/2013 | 09/15/2019 |
| DOL | DOL |          | ROSS J MUSCOLINO                        |                    | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                            | 09/03/2013 | 09/03/2018 |
| DOL | DOL |          | RYAN ALBIE                              |                    | 21 S HOWELLS POINT ROAD<br>BELLPORT NY 11713                          | 02/21/2017 | 02/21/2022 |
| DOL | DOL | ****3347 | RYAN ALBIE CONTRACTING INC              |                    | 21 S HOWELLS POINT ROAD<br>BELLPORT NY 11713                          | 02/21/2017 | 02/21/2022 |
| DOL | DOL |          | S & S ELECTRIC                          |                    | 235 BROADWAY<br>SCHENECTADY NY 12306                                  | 06/19/2013 | 06/19/2018 |
| DOL | NYC |          | SABIR MUHAMMED                          |                    | SUITE B-8<br>782 PELHAM PARKWAY<br>SOUTH BRONX NY 10462               | 04/21/2016 | 04/21/2021 |
| DOL | NYC |          | SAEED HASAN                             |                    | 4558 BROADWAY #6<br>NEW YORK NY 10040                                 | 08/04/2014 | 08/04/2019 |
| DOL | NYC | ****2117 | SCOTT ELECTRICAL LLC                    |                    | 201 HEMPSTEAD AVENUE<br>WEST HEMPSTEAD NY 11552                       | 10/30/2015 | 10/30/2020 |
| DOL | DOL | ****9751 | SCW CONSTRUCTION                        |                    | 544 OLD ROUTE 23<br>ACRE NY 12405                                     | 02/14/2017 | 02/14/2022 |

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| DOL | DOL |          | SEAKCO CONSTRUCTION COMPANY LLC        |                                      | 128A NORTH STAMFORD ROAD<br>STAMFORD CT 06903               | 05/23/2013 | 05/23/2018 |
| DOL | DOL | ****9030 | SEAKCO NEW YORK LLC                    | SEAKCO CONSTRUCTION COMPANY          | 128A NORTH STAMFORD ROAD<br>STAMFORD CT 06903               | 05/23/2013 | 05/23/2018 |
| DOL | DOL |          | SEAN BURBAGE                           | C/O SEAN BURBAGE CORP                | 445 ROOSA GAP ROAD<br>BLOOMINGBURG NY 12721                 | 04/14/2014 | 04/14/2019 |
| DOL | DOL | ****6586 | SEAN BURBAGE CORP                      |                                      | 445 ROOSA GAP ROAD<br>BLOOMINGBURG NY 12721                 | 04/14/2014 | 04/14/2019 |
| DOL | AG  |          | SERGIO RAYMUNDO                        |                                      | 109 DUBOIS RD.<br>NEW PALTZ NY 12561                        | 05/20/2016 | 05/20/2021 |
| DOL | DOL | ****6904 | SIGNING STAR LIMITED LIABILITY COMPANY |                                      | 5 HANSEN PLACE<br>WAYNE NJ 07470                            | 09/18/2013 | 09/18/2018 |
| DOL | DOL | ****4025 | SOLUTION MATTERS INC                   |                                      | 198 NORWOOD ROAD<br>PORT JEFFERSON NY 11776                 | 11/19/2015 | 11/19/2020 |
| DOL | NYC | ****4934 | SPHINX CONTRACTING CORP                |                                      | 240 HOME STREET<br>TEANECK NJ 07666                         | 08/04/2014 | 08/04/2019 |
| DOL | DOL |          | SPORTSCRAFTERS INC                     |                                      | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                   | 02/21/2013 | 02/21/2018 |
| DOL | DOL | ****3496 | STAR INTERNATIONAL INC                 |                                      | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427           | 08/11/2003 | 08/11/3003 |
| DOL | DOL |          | STEPHEN BIANCHI                        |                                      | 462 LAKEVIEW AVENUE<br>VALHALLA NY 10595                    | 12/16/2013 | 12/16/2018 |
| DOL | DOL | ****9751 | STEPHEN C WAGAR                        |                                      | 544 OLD ROUTE 23<br>ACRE NY 12405                           | 02/14/2017 | 02/14/2022 |
| DOL | DOL |          | STEPHEON SHELDON                       | FANTASTIC PAINTING                   | 493 LANSING ROAD<br>FULTONVILLE NY 12072                    | 11/18/2013 | 11/18/2018 |
| DOL | DOL |          | STEVEN P SUCATO                        |                                      | 15-68 208TH STREET<br>BAYSIDE NY 11360                      | 06/23/2016 | 06/23/2021 |
| DOL | DOL |          | STEVEN SAGGESE                         |                                      | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                      | 08/18/2014 | 08/18/2019 |
| DOL | DOL |          | STEVEN TESTA                           |                                      | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940              | 01/23/2017 | 01/23/2022 |
| DOL | DOL |          | STUART CHAITIN                         |                                      | 634 ROUTE 303<br>BLAUVET NY 10913                           | 07/26/2012 | 11/19/2018 |
| DOL | NYC | ****9432 | SUBLINK LTD                            |                                      | 346 THIRD AVENUE<br>PELHAM NY 10803                         | 11/19/2015 | 11/19/2020 |
| DOL | DOL |          | SUZANNE G GOLD                         | C/O GOLDS FLOORING INSTALLATIONS INC | 25 HAMILTON ROAD<br>MONTICELLO NY 12701                     | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****7441 | T & T CONCRETE INC                     |                                      | 2560 HAMBURG TURNPIKE<br>P O BOX 367LACKAWANNA NY 14218     | 07/08/2015 | 07/08/2020 |
| DOL | DOL | ****9676 | T D CONTRACTORS CORP                   | T D CONTRACTORS INC                  | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                   | 02/21/2013 | 02/21/2018 |
| DOL | DOL |          | T D CONTRACTORS INC                    |                                      | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                   | 02/21/2013 | 02/21/2018 |
| DOL | DOL | ****7417 | TADCO CONSTRUCTION                     |                                      | 101-61 99TH STREET<br>OZONE PARK NY 11416                   | 02/15/2017 | 02/15/2022 |
| DOL | DOL |          | TADCO CONSTRUCTION                     |                                      | 101-61 99TH STREET<br>OZONE PARK NY 11416                   | 02/15/2017 | 02/15/2022 |
| DOL | DOL | ****7417 | TADCO CONSTRUCTION CORP                |                                      | 101-61 99TH STREET<br>OZONE PARK NY 11416                   | 02/15/2017 | 02/15/2022 |
| DOL | DOL |          | TALAILA OCAMPA                         |                                      | 1207 SW 48TH TERRACE<br>DEERFIELD BEACH FL 33442            | 01/16/2018 | 01/16/2023 |
| DOL | DOL |          | TAMMY LACITIGNOLA                      |                                      | C/O CATSKILL FENCE INSTAL<br>5445 ROUTE 32CATSKILL NY 12414 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****9852 | TAP STEEL INC                          |                                      | ROUTE 26 3101<br>P O BOX 457CONSTABLEVILLE NY 13325         | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | TECH-MECHANICAL FAB DC INC             |                                      | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                    | 03/25/2014 | 03/25/2019 |
| DOL | DOL | ****5570 | TESTA CORP                             |                                      | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940              | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****0887 | THE BRINSON PAINTING CORPORATION       |                                      | 72 TAUNTON PLACE<br>BUFFALO NY 14216                        | 04/14/2015 | 04/14/2020 |
| DOL | DOL | ****8174 | THE DALRYMPLE CORPORATION              |                                      | UNIT 278<br>541 10TH STREET<br>NWLANTA GA 30318             | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****8174 | THE DALRYMPLE GROUP LLC                |                                      | 289 JONESBORO RD/ STE 216<br>MCDONOUGH GA 30253             | 12/01/2015 | 12/01/2020 |
| DOL | DOL |          | THE THORNE GROUP INC                   |                                      | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                   | 02/21/2013 | 02/21/2018 |

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| DOL | DOL | ****2070 | THE UNIVERSAL GROUP OF NEW YORK INC        |                                  | 212 OXFORD WAY<br>SCHENECTADY NY 12309                                     | 12/11/2012 | 09/16/2018 |
| DOL | DOL | ****9243 | THE WELCOME MAT PROPERTY MANAGEMENT LLC    |                                  | P O BOX 268<br>STILLWATER NY 12170   | 09/16/2013 | 03/21/2019 |
| DOL | DOL |          | THOMAS DESANTIS                            | DESANTIS ENTERPRISES             | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135                                  | 09/24/2013 | 11/18/2018 |
| DOL | NYC |          | THOMAS SCARINCI                            |                                  | 130-43 92ND AVENUE<br>RICHMOND HILLS NY 11418                              | 11/27/2013 | 11/27/2018 |
| DOL | NYC | ****6253 | THUNDER BROTHERS CORP                      |                                  | 24 CONGRESS LANE<br>SOUTH RIVER NJ 08882                                   | 05/01/2013 | 05/01/2018 |
| DOL | DOL |          | TIMOTHY A PALUCK                           |                                  | C/O TAP STEEL INC<br>RTE 26 3101/ P O BOX<br>457CONSTABLEVILLE NY<br>13325 | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | TIMOTHY F BARBER                           |                                  | 635 LUZERNE ROAD<br>QUEENSBURY NY 12804                                    | 09/16/2013 | 09/16/2018 |
| DOL | NYC | ****1523 | TM MECHANICAL CORP                         |                                  | 130-43 92ND AVENUE<br>RICHMOND HILLS NY 11418                              | 11/27/2013 | 11/27/2018 |
| DOL | DOL | ****0600 | TOMSON ALLOYS RECYCLING INC                |                                  | 143 FILLMORE AVENUE<br>BUFFALO NY 14210                                    | 01/08/2015 | 01/08/2020 |
| DOL | DOL | ****3453 | TORCHIA'S HOME IMPROVEMENT                 |                                  | 10153 ROBERTS RD<br>SAUQUOIT NY 13456                                      | 08/09/2016 | 08/09/2021 |
| DOL | DOL | ****6914 | TRI-COUNTY RESTORATIONS & CONSTRUCTION INC |                                  | 13 SUMMERSET DRIVE<br>WALLKILL NY 12589                                    | 08/22/2014 | 08/22/2019 |
| DOL | DOL |          | TRI-COUNTY RESTORATIONS INC                |                                  | 392 ROCK CUT ROAD<br>WALDEN NY 12586                                       | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****8311 | TRIPLE B FABRICATING, INC.                 |                                  | 61 WILLETT ST.<br>PASSAIC NJ 07503   | 10/26/2016 | 10/26/2021 |
| DOL | DOL | ****9407 | TURBO GROUP INC                            |                                  | 15-68 208TH STREET<br>BAYSIDE NY 11360                                     | 06/23/2016 | 06/23/2021 |
| DOL | AG  | ****6490 | UNIVERSAL STEEL FABRICATORS INC            |                                  | 90 JUNIUS STREET<br>BROOKLYN NY 11212                                      | 01/23/2014 | 01/23/2019 |
| DOL | NYC | ****7174 | V&R CONTRACTING                            |                                  | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                              | 03/12/2014 | 03/12/2019 |
| DOL | NYC |          | VALERIE VISCONTI                           |                                  | 346 THIRD AVENUE<br>PELHAM NY 10803  | 11/19/2015 | 11/19/2020 |
| DOL | NYC |          | VEAP SELA                                  | C/O COLONIAL ROOFING COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220                                       | 02/05/2014 | 02/05/2019 |
| DOL | NYC |          | VICK CONSTRUCTION                          |                                  | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581                                 | 12/31/2013 | 12/31/2018 |
| DOL | NYC |          | VICKRAM MANGRU                             | VICK CONSTRUCTION                | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581                                 | 12/31/2013 | 12/31/2018 |
| DOL | DOL |          | VICTOR ROTENBERG                           |                                  | C/O GMDV TRANS INC<br>67048 182ND STREETFRESH<br>MEADOWS NY 11365          | 06/24/2016 | 06/24/2021 |
| DOL | NYC |          | VINCENT PIZZITOLA                          |                                  | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                              | 03/12/2014 | 03/12/2019 |
| DOL | NYC |          | VITO GARGANO                               |                                  | 1535 RICHMOND AVE<br>STATEN ISLAND NY 10314                                | 12/13/2017 | 12/13/2022 |
| DOL | DOL |          | WAYNE LIVINGSTON JR                        | NORTH COUNTRY DRYWALL AND PAINT  | 23167 COUNTY ROUTE 59<br>DEXTER NY 13634                                   | 10/24/2016 | 10/24/2021 |
| DOL | DOL |          | WESLEY J STAROBA                           |                                  | 206 TALLY HO COURT<br>SCHENECTADY NY 12303                                 | 06/19/2013 | 06/19/2018 |
| DOL | DOL | ****0078 | WESLEY J STAROBA INC                       | S & S ELECTRIC                   | 235 BROADWAY<br>SCHENECTADY NY 12306                                       | 06/19/2013 | 06/19/2018 |
| DOL | DOL |          | WILLIAM CONKLIN                            |                                  | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                                   | 03/25/2014 | 03/25/2019 |
| DOL | DOL |          | WILLIAM DEAK                               |                                  | C/O MADISON AVE CONSTR<br>CO<br>39 PENNY STREETWEST ISLIP<br>NY 11795      | 11/02/2016 | 11/02/2021 |
| DOL | DOL |          | WILLIAM MAZZELLA                           |                                  | 134 MURRAY AVENUE<br>YONKERS NY 10704                                      | 02/03/2014 | 02/03/2019 |
| DOL | DOL |          | WILLIAM THORNE                             |                                  | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                                  | 02/21/2013 | 02/21/2018 |
| DOL | DOL |          | WILLIE BRINSON                             |                                  | 72 TAUNTON PLACE<br>BUFFALO NY 14216                                       | 04/14/2015 | 04/14/2020 |
| DOL | DOL | ****6195 | WILSON BROTHER DRYWALL CONTRACTORS         |                                  | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                                   | 08/31/2015 | 08/31/2020 |
| DOL | DOL | ****7345 | YES SERVICE AND REPAIRS CORPORATION        |                                  | 145 LODGE AVE<br>HUNTINGTON STATION NY<br>11476                            | 08/09/2016 | 08/09/2021 |

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| DOL | DOL |  | YURIY IVANIN |  | C/O MOUNTAIN'S AIR INC<br>2471 OCEAN AVENUE-STE<br>7ABROOKLYN NY 11229 | 09/24/2012 | 09/18/2020 |
|-----|-----|--|--------------|--|--|------------|------------|

**END OF SECTION 007343**

## PART 1 - GENERAL

## 1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is to replace the existing 1,000-gallon lime storage tank and feed system at Plant No. 4 which includes the furnishing and installation of a new 800 Gallon above ground lime tank, pumps, piping, and accessories, etc.
- B. All work shown and specified in the Contract Documents shall be the work of this Construction Contract. The Owner does not anticipate awarding other prime contracts for the project as shown.
- C. This Section provides an abbreviated summary of the work for the Construction Contract associated with the Owner's program to construct the project.

## 1.02 NOMENCLATURE

- A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.

## 1.03 ABBREVIATED SUMMARY OF WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. The contractor shall coordinate, through the Owner/Engineer, the work of their contract with any work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
  - 1. Remove and dispose of existing 1,000 gallon steel lime storage tank, pumps, piping and appurtenances.
  - 2. Protect and maintain existing water piping in lime treatment room, including lime system flushing water line and water supply line to lime tank.
  - 3. Furnish and install new 800 gallon steel lime slurry tank, lime pumps, lime system piping and appurtenances.
  - 4. Furnish and install new dust collection and exhaust system.
  - 5. Furnish and install appropriate signage for lime treatment room.
  - 6. Furnish and install new FRP grating around front of new tank.
  - 7. Perform daily and final cleanup.
  - 8. Project closeout submittals.
- D. All other work shown and specified in the Contract Documents.

## 1.04 PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but are not limited to, the following:

1. Guidelines and requirements of the New York State Department of Environmental Conservation (NYSDEC).
2. Guidelines and requirements of the local Health Department.
3. Local laws and ordinances of the Riverhead Water District and the Town of Riverhead.
4. Local gas utility requirements for new services, connections, alterations and related work.

#### 1.05 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
1. Debris removal and daily and final cleaning up.
  2. Coordination with utility companies necessary to schedule connection of services, and management of the installation.
  3. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
  4. 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.
  5. Product and equipment storage and handling requirements.
  6. Starting and adjusting of the equipment and systems required under the project.
  7. Site safety in accordance with all applicable federal, state, and local regulations.
  8. Project submittals, meetings, testing services, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.
  9. To not hinder the Owner's ability to deliver a safe and potable water supply.

#### 1.06 OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.
- B. The Owner will be supplying products or materials for the project as follows:
1. Products shown on the Drawings or specified elsewhere.
- C. The Owner will pay for electricity usage. The restrictions on electrical usage shall be as follows:
1. Power tool usage during specified working hours will only be permitted.
  2. Dewatering and trash pumps and portable heaters will not be permitted.
  3. Sump pumps, if less than 1/3 horsepower will be allowed. Only two (2) sump pumps will be permitted to operate at the same time.
  4. Power to the Owner/Engineer's trailer, if applicable.
  5. Power to help cure concrete or painting systems will not be permitted.
  6. Power to the Contractor's trailer will be permitted.
- D. 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, structures, and utilities 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 011100**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.
- E. Contract requirements related to maintaining Owner's current operations and excess inspection required.

## 1.02 SITE ACCESS AND CONTROL

- A. The Contractor shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, the Contractor shall use an entrance designated by the Owner's Construction Representative.
  - 1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
  - 2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. The Contractor is to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period in time. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- D. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the site. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- E. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

## 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 for the stockpiling of excavated soil and imported fill, when called for, without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
  - 4. To allow utility companies to install their work.
  - 5. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
  - 6. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- D. The Contractor shall provide temporary handrails, as required, for their work or for work put in place by their Contract that will require temporary handrails. Construction of temporary handrails shall be as specified in Section 015000.
- E. The Contractor shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- F. The Contractor shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- G. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.
- H. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- I. The Contractor is responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and The Contractor being back charged for the cleaning cost plus construction administration fees.

- J. Refer to Section 015000 - Temporary Facilities and Controls for minimum rubbish removal requirements.
- K. Do not discard or dispose of any waste on-site.
- L. Open fires will not be permitted on the site.
- M. Install erosion control measures as indicated in the Contract. The Contractor shall confine stormwater runoff to the site.

#### 1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. Contractor must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No storage materials will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and painting shall be outside the existing or new structures and shall follow manufacturer's guidelines.
- F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a **[\$250]** back charge, per occurrence.
- G. Contractor shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- H. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.
- J. 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 8:00 am - 4:00 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Employees shall not converse with local residents or Owner's employees.
- E. Any employee found under the influence of any drug or alcohol will be banned from the site.

## 1.06 CONTRACT REQUIREMENTS RELATED TO MAINTAINING OWNER'S CURRENT OPERATIONS AND EXCESS INSPECTION REQUIRED

- A. The Contractor shall schedule working days and hours as specified. The Contractor shall pay all excess costs for inspection services provided by the Owner/Engineer for working beyond the times specified.
- B. The hourly rate paid for inspection services beyond normal working hours shall be at a maximum billing rate of **[\$180]** per hour, which shall be used to compute the overtime hourly charge.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 011400**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Allowance pricing for the following items:
  - 1. Contingency Account.
- B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.
- C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid.
- D. Eligible costs described in this Section, and Sections referenced herein, will be the only costs paid for out of the stipulated allowances.
- E. All other costs associated with the project as specified and/or shown, including but not limited to the delivery, installation and all Contractor overhead and/or collateral expenses are to be distributed among the other portions of the work and shall be included in other bid items.

## 1.02 SUBMITTALS

- A. Make all submissions under the provisions of Section 013300.
- B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.
- C. Submit additional backup information to substantiate the invoiced amount(s) as the Engineer may require for review and approval, prior to order or payment of item.
- D. Provide written breakdowns for extra work as the Owner may require.

## 1.03 CHANGES TO STIPULATED (CASH) ALLOWANCE

- A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

## 1.04 PAYMENTS TO BE MADE OUT OF CONTINGENCY ACCOUNT

- A. Include the cash allowance amount indicated in the proposal for use upon the Owner's instructions for additional improvements beyond those identified in the contract documents and for unforeseen conditions.
- B. The Owner will draw funds from the contingency account only upon prior approval by the Owner's Construction Field Representative and Engineer.
- C. Funds remaining at project closeout shall be credited to the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 012100**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section includes the requirements for substitution of specified products during construction.
- B. *The Engineer will consider requests for substitutions only within **thirty (30)** days from the date of the Notice to Proceed.*
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained herein these specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Engineer for those products named in the bid.

## 1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

## PART 2 - PRODUCTS

## 2.01 SUBSTITUTIONS

- A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted by the Engineer.
- C. A request for product substitution constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Shall provide the same warranty for the Substitution as for the specified Product.
  - 3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Shall reimburse the Owner and the Engineer for review or redesign services associated with re-approval by authorities.
  - 6. Shall reimburse the Owner for all additional engineering services claimed by the Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

- E. Substitution Submittal Procedure:
  - 1. The Contractor shall submit the REQUEST FOR SUBSTITUTION FORM for consideration including all required information.
  - 2. The Contractor shall use the form included within this Section.
  - 3. All forms shall be type written.
  - 4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
- F. The burden to prove product equivalence rests on the Contractor.
- G. The Engineer will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
- H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

PART 3 - EXECUTION

NOT USED

**This space left intentionally blank.**

REQUEST FOR SUBSTITUTION FORM

Project: Plant No. 4 Lime System Replacement Substitution Request Number: \_\_\_\_\_

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

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

To: \_\_\_\_\_ Date: \_\_\_\_\_

H2M Project Number: RDWD 1801 Owner: Riverhead Water District

Contract Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

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

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Drawing No(s): \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

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

Trade Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_

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

Phone #: (\_\_\_\_) \_\_\_\_\_

History: \_\_\_ New product \_\_\_ 2-5 years old \_\_\_ 5-10 years old \_\_\_ More than 10 years old

Differences between proposed substitution and specified product:

\_\_\_ Point-by-point comparative data attached

Reason for not providing specified item (Attach separate sheet if necessary):

**Typical Similar Installation:**

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

Engineer / Architect: \_\_\_\_\_

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

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

Date Installed: \_\_\_\_\_

Submit complete installation list on separate sheets.

Proposed substitution affects other parts of Work:  No  Yes

Explain: \_\_\_\_\_

Gross Savings to Owner for accepting substitution: \$ \_\_\_\_\_

Proposed substitution changes Contract Time:  No  Yes

Add / deduct (circle): \_\_\_\_\_ days

Supporting data attached for evaluation of the proposed substitution:

Product Data  Photos  Drawings  Tests  Reports  Samples

Other (explain): \_\_\_\_\_

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

**The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:**

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. Proposed Substitution does not require revisions to any other Prime Contractor's work.
4. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
5. Proposed Substitution will have no adverse affect on other trades, construction schedule, or specified warranty requirements.
6. Maintenance and service parts will be locally available for proposed substitution.
7. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

**This request for product substitution also constitutes a representation that I, as the Contractor:**

1. Has investigated proposed Product and determined that it meets or exceeds the quality of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Engineer for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering services claimed by the Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

Contractor's Authorized Representative (Typewritten): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

**END OF SECTION 012500**

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

## 1.02 TIME FOR COMPLETION

- A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.
- B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.
- C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.
- D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Removal of the Contractor's equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.
- E. Notwithstanding the foregoing, the Engineer will establish the date of substantial completion when the project is accepted and ready for operation, and no large or major items of work are as yet outstanding. At such time, the Engineer will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the Engineer. Any prior punch lists, which include "major" or significant items, as defined by the Engineer, shall not be a criterion in establishing the date of substantial completion.

## 1.03 PARTIAL COMPENSATION

- A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
  - 1. A canceled check or paid bill from the supplier is submitted to the Engineer indicating that the Contractor has paid the supplier for the material or equipment.
  - 2. The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
  - 3. A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
  - 4. A bill of material is delivered to the Engineer at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.
  - 5. The Engineer has agreed to the pre-purchasing of the materials.
- B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner.

## 1.04 APPLICATIONS FOR PAYMENT

- A. The Contractor shall review the percentage of work completed during the payment period with the Engineer, based on the bid items in the proposal. The Engineer shall make the final decision on the percentage of work completed.
- B. The form of application for payment shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, Continuation Sheet.
- C. Submit one (1) copy of each payment application, completed, signed and notarized.
- D. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- E. The payment application shall include a Contractor Invoice and an Owner Claim Voucher.
- F. Provide completed Labor Affidavit Form for each pay period included in the certified payroll reports for each payment application for both the contractor and any subcontractor(s).
- G. Submit payment application to Engineer no later than the first day of each month. Payments received after the first day of each month shall be reviewed and processed after the first day of the following month. Only one application for payment will be reviewed and processed each month.
- H. Submit certified payroll receipts for all workers and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- I. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Wage Rates.
- J. Owner may conduct on-site interviews with all workers to verify payments of prevailing wage rates are enforced.
- K. The Engineer shall submit the documentation along with an Engineer's Payment Report to the Owner for payment.
- L. Retainage in the amount of 5% will be held from each partial payment. Retainage will only be released upon full completion of the project and will be included in the final payment.

## 1.05 ACCEPTANCE OF FINAL PAYMENT REQUEST

- A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

## 1.06 SCOPE OF PAYMENTS

- A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated

and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections, or damages. The Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

## PART 2 - PRODUCTS

NOT USED.

## PART 3 - EXECUTION

NOT USED.

**END OF SECTION 012900**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Schedule of Values

## 1.02 SCHEDULE OF VALUES

- A. Submit for approval prior to the start of the work a Schedule of Values that indicates a breakdown of the labor, materials and equipment and other costs used in the preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for such items as excavation, concrete, equipment and all other items making up the lump sum price. The cost breakdown shall be separately itemized for each lump sum bid item in the project.
- B. Where the cost breakdown includes items for bond payment, insurance payment, job set-up, or job mobilization, these items will be paid based on paid invoices and copies of cancelled checks.
- C. Submit a Schedule of Values to the Engineer for review and approval within fifteen (15) calendar days from the date shown on the Notice to Proceed.

## 1.03 FORM OF SUBMITTAL

- A. Submit typewritten Contract Cost Breakdown on AIA Form G703 - Application and Certificate for Payment Continuation Sheet or EJCDC 1910-8-E. The 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.
- 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, shall be the basis for the Contractor's Application for Payment.
- G. The first Application for Payment will not be reviewed prior to an approved breakdown.

## 1.04 PREPARATION OF SCHEDULE OF VALUES

- A. Breakdown schedule of values based on bid items in proposals with further breakdown below each item. In addition to the above, provide a separate line item cost below each bid item, as applicable, for each of the following items which shall be supported by proof where requested by Engineer:
  - 1. Performance and payment bonds.
  - 2. Insurance.
  - 3. Mobilization and Demobilization (Amounts shall be equal in value).
  - 4. Temporary facilities and measures as specified in Section 015000.
  - 5. Preparation of the Project Construction Schedule, and updates, as specified in Section 013300.

6. Rubbish removal and daily cleaning up. (Provide a total dollar amount and a daily rate for each calendar day during the contract period.)
7. Surveyor used for layout.
8. A total dollar amount for furnishing all the Operations and Maintenance Manuals specified throughout the specifications.
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 012973**

## 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. Coordination of work with other Contractors, utility companies, and the Owner/Engineer
  - 4. Communication and coordination requirements
  - 5. 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 may not respond to any requests unless the form is used.
- C. The Engineer's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. A signed facsimile or emailed image of the form will be accepted.
- E. The Engineer 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. Each Contractor shall 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 UTILITY COORDINATION

- A. Comply with the requirements of 16 NYCRR Part 753 - Protection of Underground Facilities. Submit a letter stating the case number.
- B. Comply with the utility coordination requirements contained in the General Conditions.

## 1.05 PUBLIC/PRIVATE UTILITIES

- A. Notify all public and private utilities in accordance with Article 20, Section 322-a of the New York State General Business Law for location and markout of existing utilities in the vicinity of the work.
- B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

## 1.06 SPECIFIC COORDINATION REQUIREMENTS

- A. Sequence and schedule work so as not to interfere with the work by others. Coordinate the work of this Contract with the work by others. In case of conflicts due to improper coordination by the Contractor, the Owner/Engineer's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.
- B. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing work which may be indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.
- C. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of all fixtures and outlets with finish elements and work by all other trades.
- D. Each Contractor shall also coordinate the work by complying with the following:
  - 1. Construction Schedule: Each Contractor shall provide a construction schedule as specified in Section 013216 - Construction Schedules.
  - 2. Weekly Schedule: By 3:00 PM of each Friday during the construction period, each Contractor shall fax or email a typed memo addressed to the Engineer/Owner's resident field engineer/inspector and designated office project manager summarizing the work for the following week. The memo shall also be faxed or emailed to the Owner. The memo shall briefly itemize the planned activities for the coming week. The memo shall also include a summary of expected material/equipment deliveries, concrete pours, utility tie-ins, excavated material removals and other heavy construction traffic that may impact the work activities for the coming week.
  - 3. Email Account: Each Contractor shall maintain an email account that shall be used to improve communication. An email shall not constitute a formal advisement regarding the terms and conditions of the contract. Email shall only be considered an informal way of notifying relevant parties of project related activities.
  - 4. Email List: Each Contractor, within five (5) calendar days from the Notice To Proceed, shall provide a list of email addresses for each major equipment supplier and local representative, if such exists. A contact person shall be provided for each email address.

## 1.07 CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. Each Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. Each Contractor shall name the job site superintendent within five (5) days of the Notice To Proceed. A letter to the Engineer shall be provided.
- C. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.
- D. Each Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.
- E. The superintendent shall not be a foreman or crew supervisor.
- F. Each superintendent shall be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.
- G. Each superintendent shall speak English. If required by the Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the project, he may wish to arrange an interview with the Engineer to determine the proposed superintendent's ability to properly coordinate the work through the Owner/Engineer. The Contractor shall employ a superintendent acceptable to the Owner.

THIS SPACE LEFT INTENTIONALLY BLANK.

REQUEST FOR INTERPRETATION/INFORMATION (RFI)

OWNER'S NAME: Riverhead Water District

PROJECT NAME &amp; CONTRACT DESIGNATION: Plant No. 4 Lime System Replacement

CONSTRUCTION CONTRACT NO.: RDWD 1801

|   |  |
|---|--|
| Product, Item, or System:   |  |
| Request Date:   | RFI No.:   |
| Specification Section:  | Paragraph Ref:   |
| Contract Drawing Reference(s):  |  |
| Describe Request:   |  |
|   |  |
|   |  |
|   |  |
| Signed:   | See Contractor's Attachments for Additional Description for Information      |
| Owner/Engineer Response:  |  |
|   |  |
|   |  |
|   |  |
| Engineer (Printed):   | See Engineer's Attachments for Additional Information                        |
| Engineer's Signature & Date   | <i>Response Accepted By Contractor<br/>Contractor's Signature &amp; Date</i> |
| The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Engineer. |  |

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 013100**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for progress meetings.

## 1.02 PRE-CONSTRUCTION CONFERENCE

- A. Each Contractor is required to attend the pre-construction conference at a location, date, and time selected by the Owner.
- B. The owner, a partner, or a corporate officer representing each Contractor shall attend the conference. The job site superintendent and office project manager for each Contractor shall also attend.
- C. The Engineer will prepare an agenda for the conference.

## 1.03 PROGRESS MEETINGS

- A. Progress meetings will be held approximately once every two (2) weeks during the project. The Owner may elect to hold meetings more or less frequently.
- B. At least seven (7) calendar days advance notice will be given by the Engineer or the date for the upcoming meeting will be set during the progress meeting.
- C. Attendance at progress meetings shall be mandatory. An amount of \$1,000 shall be deducted from the Contract Amount for each announced meeting not attended by the Contractor.
- D. The owner, a partner, or a corporate officer representing the Contractor shall attend each announced progress meeting. The job site superintendent and office project manager for each Contractor shall also attend.
- E. Subcontractors shall attend when requested by the Owner or Engineer at no cost to the Owner.
- F. Meetings will be conducted by Engineer at a location selected by the Owner, normally at or adjacent to the project site.
- G. The minimum agenda will cover:
  - 1. Review minutes of previous meetings.
  - 2. Identify present problems and resolve them.
  - 3. Plan work progress during next work period.
  - 4. Review the status of off-site fabrication and delivery schedule.
  - 5. Review shop drawings and submittal schedules.
  - 6. Review change order status.
  - 7. Review status of construction progress schedule.
  - 8. Coordinate access requirements.
  - 9. Other business related to the work.

## 1.04 OTHER MEETINGS

- A. Attend special meetings which may be required or called for by Federal, State or Local authorities, utility companies, Owner, Engineer or any other firm, person or organization related to the project.

## 1.05 CONDUCTING MEETINGS

- A. General - This paragraph covers Owner and/or Engineer meetings with Contractor and/or his subcontractors. Neither Owner nor Engineer wishes to meet solely with a subcontractor and requests for such meetings will be discouraged. If a meeting is deemed necessary, every effort will be made to have Contractor attend. If, for some reason, circumstances do not allow such, the meeting may be held, minutes of the meeting will be sent to contractor and decisions on any major questions will be reserved until contractor has been consulted. Subcontractors may accompany contractor to meetings provided contractor notifies Engineer in advance.
- B. Chairman - When Engineer/Owner attend meetings, Engineer, or his duly authorized representative, will act as chairman. Should Owner-Contractor meetings be necessary, Owner will chair such meetings.
- C. Notices - Engineer or Owner will issue notices of meetings to all parties concerned and will note, thereof, who must attend and who may attend if they so desire. When a Contractor desires a formal meeting, make a request through Engineer. Except when Engineer determines that a prompt meeting is essential, all notices will be issued at least one week in advance of the meeting date.
- D. Agenda - All parties shall inform Engineer of items desired to be discussed and Engineer will notify all parties of all items to be considered. This is to allow each party to fully prepare for the meeting. This shall not be construed to mean that other items cannot be brought up at the meetings.
- E. Time Limits - It is the intent to hold productive and efficient meetings and to keep them as short as is reasonably possible. The Chairman will be the sole judge as to whether or not further discussion on any matter is warranted and all discussions shall cease when he so orders.
- F. Minutes - Minutes of meetings will be kept, written and distributed by the Chairman or his duly authorized representative. Minutes of all meetings will be available upon request to the Chairman.
- G. Conduct - It is the intent to conduct all meetings in an orderly manner, to reasonably discuss all items and to hear and observe the rights and opinions of all parties. The Chairman will allow each party to speak, however, he reserves the right to order any individual to leave the meeting at any time for any reason.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 013119**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section specifies the requirements for preparing construction schedules and for keeping them up to date.
- B. All schedules shall be submitted in accordance with the requirements contained herein in Section 013300.

## 1.02 CONSTRUCTION SCHEDULE - GENERAL

- A. Coordinate the work and maintain the construction schedule. In the event actual progress begins to lag the schedule, promptly employ additional means and methods of construction to make up the lost time.
- B. Keep the construction schedule current and revise and resubmit as often as necessary to accurately reflect the conditions of the work, past progress and anticipated future progress.
- C. The construction schedule shall be completed, submitted, and deemed received by the Engineer prior to the first payment application.
- D. The schedule, when approved by the Engineer and the Owner, shall establish the dates for starting and completing work for the various portions of the Contract. It shall be the duty of the Contractor to conform to his/her own schedule and to perform the work within the time limits indicated. Failure to adhere to the approved schedule shall expose the Contractor to disputes, claims and additional costs incurred by others.
- E. Coordinate letting of subcontracts, material purchases, shop drawing submissions, delivery of materials, and sequence of operations, to conform to the schedule.

## 1.03 CONSTRUCTION SCHEDULE - GANTT CHART TYPE

- A. The schedule shall show, in detail, the proposed sequence of the work and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time.
- B. Prepare the schedule in a manner so that the actual progress of the work can be recorded and compared with the expected progress.
- C. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- D. The schedule shall be plotted out in color and shall be 36-inch by 40-inch. It shall contain as many sheets as are necessary to show all rolled down tasks. Partially printed schedules will not be accepted. Each Contractor shall arrange to have it plotted on a color plotter suitable for the intended application.
- E. The schedule shall show the following:
  - 1. Task links/task dependency in blue ink.
  - 2. Work under the Contract in green ink.
  - 3. Work by others in blue ink.
  - 4. Milestone dates (zero duration) by a red diamond.
  - 5. The end date for each task and subtask at the end of a bar.
  - 6. The description of all major tasks within the bar. The bar shall be red.
  - 7. Critical path.

1.04 REVISION OF PROJECT PROGRESS SCHEDULE

- A. Each Prime Contractor shall evaluate and provide updated construction schedules monthly in accordance with job requirements. Each update shall be submitted to the Engineer for information purposes and be provided by the last Friday of every month

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 013216**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.
- B. Refer to Section 013216 - Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.

## 1.02 IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor and shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part of this Section. *Submittals not containing the form will be returned to the Contractor un-reviewed.* The Engineer will not review project submissions until such time as the form is completed in its entirety. Identify each submittal and resubmittal using the form.
- B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 033000.01-1
  - 1. The Section number for which the submittal applies, followed by a period, shall be indicated, "033000."
  - 2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
  - 3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
  - 4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Engineer so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Engineer.
- E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Engineer's Project Manager as hereinafter defined.

## 1.03 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the Engineer, fully coordinate all interrelated work. As a minimum, do the following:
  - 1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.
  - 2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.

1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
2. The Engineer may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

#### 1.04 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. **All** submittals requiring Engineer's review (except operations manuals) as required under the technical specifications of these documents shall be submitted within **FORTY FIVE (45)** consecutive calendar days after the date of the Notice to Proceed. An amount of **\$250** per calendar day shall be deducted from payment due the Contractor for **each** day that an outstanding submittal exists, said amount being the cost associated with the Engineer's review.
- E. Operation and maintenance manuals shall be submitted at least **FORTY FIVE (45)** consecutive calendar days prior to scheduled startup of the unit or system.
- F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Engineer, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

#### 1.05 DESTINATION OF SUBMITTALS

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Engineer's project manager, a submittal ID number, and a description of content for the submitted items.
- B. A copy of the TRANSMITTAL FORM shall also be provided to the Engineer's inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website or by email, pending instruction by the Engineer. H2M architects + engineers is using a project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.
- D. As an external team member on this project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. The Contractor will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the H2M architects + engineers/Newforma Info

Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.

- E. Other submissions, such as material samples or other items as instructed by the Engineer, shall be sent to the Engineer's office as follows:

**H2M architects + engineers**

**538 Broad Hollow Road - 4th Floor East**

**Melville, New York 11747**

**Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)**

#### 1.06 CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.
- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Engineer's review.

#### 1.07 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - Project Management and Coordination and the Contract Documents.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Engineer will not review submittals that have not yet been reviewed and approved by the Contractor.

#### 1.08 ENGINEER/ARCHITECT'S REVIEW

- A. Engineer will review and comment on each submission conforming to the requirements of this Section.
1. Engineer's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
  2. The Engineer's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Engineer will mark submittals as follows:
1. **NO EXCEPTION TAKEN (A)** - No corrections, no marks. The content of this submittal has been reviewed by the Engineer and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
  2. **MAKE CORRECTIONS NOTED (B)** - Minor amount of corrections. The content of this submittal has been reviewed by the Engineer and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the

Engineer shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.

3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the Engineer and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Engineer's comments and resubmitted to the Engineer for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
  4. REJECTED (D) - The content of this submittal has been reviewed by the Engineer and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
  5. SUBMIT SPECIFIED ITEM (E) - The content of this submittal has been reviewed by the Engineer and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
  6. RECEIVED (R) - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.
- C. No payment will be made on any item for which a submission is required if such submission:
1. has not been made,
  2. has been made but was not stamped "No Exceptions Taken" by Engineer,
  3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Engineer's notes marked on the submittal,
  4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.
- E. Provide an 8-inch by 10-inch space for the Engineer's review stamp.

#### 1.09 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Engineer, which did not appear on the previous submissions.

#### 1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Engineer has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

## 1.11 EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Engineer as stipulated below:
1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
  2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
  3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
  4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500, to determine if the substituted product is equal to that specified.
  5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
  6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
  7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

## 1.12 MISCELLANEOUS SUBMITTALS

- A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Engineer for review.
- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

## 1.13 SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G705, within THIRTY (30) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

## 1.14 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous

Substances" shall be identified to the Owner/Engineer by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.

- C. Products will not be permitted to be kept on site without a MSDS.

#### 1.15 SHOP DRAWINGS

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Submit one (1) electronic copy of each standard drawing, catalog cut, or other material. All shop drawings or submittals that are not in the standard 8-1/2" x 11" format shall be submitted both electronically and in paper. Samples shall be delivered directly to the office of the Engineer. The Engineer will return an electronic copy of each submittal once reviewed.
- C. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
  - 1. Return submittals which are found to be inaccurate or in error.
  - 2. Do not submit to the Engineer until all corrections have been made.
- D. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- E. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Engineer.
- F. Submissions for a single item, or group of related items shall be complete.
- G. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- H. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
  - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
  - 2. Make drawings the same size as the Contract Drawings and to the same scale.

#### 1.16 SAMPLES

- A. Where required, or where requested by the Engineer, submit sample or test specimens of materials to be used or offered for use.
  - 1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Engineer, prepaid, along with identification as to their sources and types of grades.
  - 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Engineer has completed his review.

## 1.17 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

## 1.18 CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

## 1.19 COLORS AND PATTERNS

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Engineer's and Owner's review and selection.

## 1.20 MANUFACTURER'S SERVICE CENTER

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Engineer solely on that basis.
- B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center's present customers who are in the area of the project.

## 1.21 TEST RESULTS AND INSTALLATION

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Engineer Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.
- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Engineer in the form of a MSR.
- C. Do not deliver to the project or incorporate into the work any materials or equipment for which Engineer has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

## 1.22 SPARE PARTS LIST

- A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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CONTRACTOR'S COMPANY NAME  
ADDRESS

**SUBMISSION TRANSMITTAL FORM**

**CLIENT NAME:** Riverhead Water District  
**PROJECT TITLE:** Plant No. 4 Lime System Replacement

**H2M PROJECT NO.:** RDWD 1801

|   |   |                              |              |
|---|---|------------------------------|--------------|
| Product, Item, or System Submitted:                 |   |                              |              |
| Submission Date:                                    |   | Submission Log No.:          |              |
| Specification Section:                              |   | Paragraph Reference:         |              |
| Contract Drawing Reference(s):                      |   |                              |              |
| Manufacturer's Name:                                |   |                              |              |
| Manufacturer's Mailing Address:                     |   |                              |              |
| Manufacturer's Contact Information:                 | <i>Name</i>   | ( )<br><i>Tel. no.</i>       | <i>Email</i> |
| Supplier's Name:                                    |   |                              |              |
| Supplier's Mailing Address:                         |   |                              |              |
| Supplier's Contact Information:                     | <i>Name</i>   | ( )<br><i>Tel. no.</i>       | <i>Email</i> |
| This item is a substitution for the specified item: | <input type="checkbox"/> No   | <input type="checkbox"/> Yes |              |
| Contractor's Approval Stamp with Signature & Date   | <u>Contractor's Brief Comments or Remarks</u><br>(attach separate letter as needed):  |                              |              |
|   | By making this submission, we represent that we have determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving the item into the enclosed space, materials, catalog and model numbers and similar data and that we have checked and coordinated this submission with other work at or adjacent to the installed location in accordance with the requirements contained in the Contract Documents. |                              |              |

**END OF SECTION 013300**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

## 1.02 CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.
- C. Electrical Work: Conform to the requirements of the National Electrical Code (NEC) unless otherwise shown or specified. The Owner will be the sole judge of the interpretation of these rules and requirements.

## 1.03 GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
  - 1. Occupational Safety and Health Act - OSHA
  - 2. State Department of Environmental Conservation
  - 3. State Building Code
  - 4. State Fire Code
  - 5. National Fire Protection Association - NFPA
  - 6. National Electrical Code
  - 7. State Plumbing Code
  - 8. New York State Energy Code
  - 9. County Department of Health
  - 10. Town Codes, Rules, Laws and Ordinances
  - 11. Sewer District Sewer Use Code
  - 12. Local Water District
  - 13. Electric Utility
  - 14. Gas Utility

## 1.04 PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.
- C. Such permits include, but are not limited to:
  - 1. Transportation and disposal of construction debris
  - 2. Building permits that are required by the municipality where the work is located. Arrange for inspections of the work by the municipal building department before closing in the

installed work, if so required. Work will not be accepted for payment until such inspections are performed and accepted by the building department.

- D. Obtain a New York Board of Fire Underwriters inspection and certificate.

#### 1.05 LISTINGS

- A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark. Alternately, ETL Testing Laboratories, Inc. Product Safety Testing Listing is acceptable if the listed product has been tested to the applicable UL Standard.

#### 1.06 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.
- B. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
- C. Alternatively, fire resistance rating classifications by other issuing organizations listed in the Fire and Building Codes are acceptable.

#### 1.07 COORDINATION WITH ELECTRIC UTILITY COMPANY

- A. Comply with the utility company requirements for the incoming electric service.

#### 1.08 COORDINATION WITH GAS UTILITY COMPANY

- A. Comply with the gas utility company requirements including inspection for the incoming gas service.

#### 1.09 COORDINATION WITH WATER UTILITY

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

#### 1.10 COORDINATION WITH SANITARY SEWER UTILITY

- A. Comply with the public utility requirements for the connection of sanitary sewer lines to the public utility services. Obtain and pay for all necessary permits from public sewer department. Obtain authority to connect to their existing sanitary sewers.

#### 1.11 COORDINATION WITH TELEPHONE UTILITY COMPANY

- A. Comply with the utility company requirements for the incoming telephone service.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 014100**

## PART 1 - GENERAL

## 1.01 ABBREVIATED SUMMARY

- A. This Section explains the format of the specifications.

## 1.02 SPECIFICATION FORMAT

- A. The Specifications are generally arranged according to the Construction Specifications Institute (CSI) format. Most of the technical requirements are specified in the technical specifications of the document, which are grouped into forty-eight (48) major divisions. Most of the legal and administrative requirements are included in Division 1, General Conditions, Information For Bidders, and the Contract (agreement).
- B. Technical sections are arranged in numerical order, however section numbers may not be consecutive from section to section.
- C. Page numbering is subordinate to each section.
- D. Most sections are generally broken down into three (3) parts:
  - 1. PART 1 - GENERAL
  - 2. PART 2 - PRODUCTS
  - 3. PART 3 - EXECUTION
- E. Not all these parts may be used and in some cases, the title of some of the parts may be different than listed above. Paragraph numbers are subordinate to each part.
- F. The Contractor is advised that the format described here is flexible in nature.
  - 1. There is some overlapping of specified information between various portions of the Specifications.
  - 2. In all cases, the entire requirements of the Contract Documents for the project shall apply.
- G. Explanations:
  - 1. Many technical sections begin with a paragraph titled "SECTION INCLUDES", "DESCRIPTION", or similar wording.
    - a. In these paragraphs, a brief listing of the specified products may appear or a brief description of the work generally specified in that section is presented.
    - b. These descriptions or listings are not all inclusive, but merely are provided as an aid in locating subject matter.
    - c. In some cases special cost related items of work are called to the attention of the Contractor in these opening paragraphs.
  - 2. "RELATED SECTIONS" or "RELATED WORK" or similar wording paragraphs list or reference related work specified elsewhere in the Contract Documents. Such listing is not all inclusive, rather, they are merely an aid to the Contractor in locating some of the other Specification Sections wherein work is specified which has a particularly close interrelationship with the work specified in that section.

- a. It shall be understood that all of the Work, and all of the Specifications and other portions of the Contract Documents, are interrelated, and that the total of all requirements set forth in all of the Contract Documents shall be met.
  - b. Equipment suppliers and manufacturers shall be advised of the requirements for making submittals and delivering products, as specified in Division 1 sections, even if said sections are not referenced therein that section.
3. "REGULATORY REQUIREMENTS" or "REFERENCES" or similar wording paragraphs describe standards, laws, guidelines, regulations, and standards related to workmanship and installation of the products specified which shall be followed by the Contractor in completing the work specified therein that section as if it was written there in that section. All such requirements and references shall be latest issue in effect at the time of the bid opening.
  4. When a "GUARANTEE" or "WARRANTY" paragraph appears in the section it is calling attention to a guarantee which extends beyond the period of the Contractor's Guarantee called for in the administrative portion of the Contract Documents or it states special requirements specific to the equipment, systems or products specified in that section.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 014223**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Requirements for monitoring the quality of the constructed project.
- B. Work of this Section also includes services of an independent testing laboratory for quality assurance testing.
- C. The services of the testing laboratory will be paid for out of the cash allowance included by the Contractor in the price as bid in accordance with the requirements contained herein and in Section 012100 - Allowances.

## 1.02 REFERENCES

- A. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- B. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- C. ASTM D4561 - Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.
- D. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

## 1.03 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or workmanship that is more precise.
- C. Perform work by persons qualified to produce workmanship of specified quality.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- E. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

## 1.04 QUALITY ASSURANCE - TESTING LABORATORY

- A. In order to establish compliance with the Contract Documents, materials shall be tested, examined and evaluated before they are incorporated into the work. During and after installations, additional tests, examinations, and evaluations shall be made to determine continued compliance throughout the course of the work.
- B. Testing laboratory shall be a reputable, experienced firm that is capable of performing all of the required testing and authorized to operate in the state in which the project is located.
- C. Perform all sampling and testing in accordance with specified procedures and use the materials, instruments, apparatus, and equipment required by the codes, regulations and

standards. Where specific testing requirements or procedures are not described, perform the testing in accordance with all pertinent codes and regulations and with recognized standards for testing.

- D. In the event that samples and test specimens are not properly taken, handled, stored or delivered or if other requirements of this Section are not complied with, Engineer reserves the right to delegate any or all of this work to others, or to take whatever action deemed necessary to ensure that sampling and testing are properly accomplished, for which all costs shall be borne by Contractor.
- E. Engineer reserves the right to disapprove the use of a specific testing laboratory, even after prior approval, if the laboratory fails to meet or comply with the requirements of this Section. If this should occur, immediately discharge the testing laboratory and retain the services of a different laboratory acceptable to Engineer.
- F. The testing laboratory shall meet the following criteria:
  - 1. Be capable of performing all of the required tests.
  - 2. Be regularly engaged in performing the types of services required.
  - 3. Have adequate facilities, materials, equipment, and personnel to perform the services.
  - 4. Have an adequately trained, experienced and qualified staff.
  - 5. Have at least one registered professional engineer licensed in the state in which the project is located who shall be capable of performing field tests, supervising laboratory testing and interpreting test results. The professional engineer shall be thoroughly knowledgeable in materials, soils, asphalt paving and concrete.
  - 6. Shall be able to be on the Project site within two hours after being notified.
  - 7. Comply with the requirements of ASTM C1077, ASTM D3740, ASTM D4561, ASTM E548 and ASTM E699.
  - 8. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

#### 1.05 REFERENCE STANDARDS

- A. Conform to reference standards by date that the project was last bid.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.06 SUBMITTALS

- A. Within fifteen (15) calendar days from the date of the Notice to Proceed, submit documentation from three (3) testing laboratories that clearly indicates experience, location, qualifications of staff, and descriptions of any limitations or restrictions of the firm.
  - 1. Include a price schedule for standard tests and a billing rate schedule for technician classifications.
  - 2. Based upon this information, the Engineer will select one firm to be the primary testing laboratory and one firm to act as a standby.
- B. Certified copies of each test report shall be mailed directly to the Engineer. The Contractor shall arrange with the laboratory to secure copies.

- C. Each report shall be in writing and shall include the testing method used, the test results, the specified results, the exact location of where the test specimens were taken, the date taken, Project identification, Contractor's name and other pertinent information required for a complete and meaningful test report.
- D. Each report shall be signed and certified by a responsible officer of the testing laboratory.
- E. E-mail reports directly to Engineer within 24 hours after the sample is taken, except in those instances when tests cannot be immediately performed because of required curing, incubation periods, or lengthy testing procedures.
- F. The laboratory shall verbally communicate test results when requested by the Engineer. This does not eliminate nor replace the requirements for a written report.

#### 1.07 SCHEDULING - LABORATORY SERVICES

- A. Except where otherwise specified, the Engineer will determine the number of samples to be taken, the date and time samples will be taken and tests made, the number and type of tests to be performed, who will collect the samples, how they will be handled and stored and when laboratory personnel are required on site.
- B. Engineer will notify Contractor of his decision to take samples and/or have tests made and provide him with the pertinent information. Contractor is responsible for notifying the testing laboratory and for having the testing performed, on schedule.
- C. In addition to the above, Contractor shall make his own arrangements for the sampling and testing of materials he proposes to incorporate into the work. This shall not be paid for out of the cash allowance.
- D. Notify Engineer at least 72 hours in advance of the times at which scheduled samples or tests will be conducted.
- E. If samples and/or tests cannot be taken or performed when required, delay the work until such time that they can be accomplished. Where possible, any work that has been installed but has not been sampled or tested as required, shall be tested by other means. Upon Engineer's request, uncover any work, which has been buried or covered, and perform special tests designated by Engineer. If the work cannot be tested by other means, Engineer may declare the work unacceptable. All costs associated with noncompliance and for special testing shall be borne by the Contractor and not be paid for out of the cash allowance.
- F. Should the testing laboratory be scheduled to take or collect samples or to perform tests, and finds that it is unable to do so as a result of delays in construction, inclement weather, or any other reason, reschedule the tasks for a date acceptable to Engineer. Costs associated with times testing laboratory is unable to perform scheduled services shall be borne by the Contractor and will not be paid for under the allowance.
- G. Plan all work and operations to allow for the taking and collection of samples and allow adequate time for the performance of tests. Delay the progress of questionable work until the receipt of the certified test reports.

#### 1.08 TESTING REQUIREMENTS

- A. Dry Paint Thickness Measurement: Perform dry paint thickness using calibrated SSPC Type 2 fixed probe gages.

## 1.09 TESTING SCHEDULE

A. Dry Paint Thickness Measurement:

1. Make five (5) separate spot measurements spaced evenly over 100 square feet of area.
2. For structures exceeding 1000 square feet of finished surface, three 100 square feet areas shall be randomly selected by the Engineer plus one 100 square foot area for each additional 1000 square feet of finished surface. This requirement shall be subject to change as required by the Engineer.

## 1.10 FIELD OBSERVATION OF CONTRACTOR'S WORK

- A. The Engineer will provide periodic observation of the Contractor's work.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions. Verify that the existing substrate is capable of structural support or attachment of new Work being applied or attached. Examine and verify specific conditions described in individual specification sections. Verify that utility services are available, of the correct characteristics, and in the correct locations.

## 3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance. Seal cracks or openings of substrate prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

## 3.03 FIELD QUALITY CONTROL

- A. Allow representatives of the testing laboratory access to the work at all time. Provide all equipment, labor, materials, and facilities required by the laboratory to properly perform its functions. Cooperate with and assist laboratory personnel during the performance of their work.
- B. Test specimens and samples shall be taken by the person(s) designated in other Sections, or as directed by Engineer. Conduct field sampling and testing in the presence of Engineer. Provide all materials, equipment, facilities and labor for securing samples and test specimens and for performing all field-testing.

**END OF SECTION 014500**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section supplements the General Conditions.
- B. The Work of this Section includes temporary facilities, utilities, and controls to be furnished by the Contractor for this project as it is specified herein.

## 1.02 CARE AND PLACEMENT

- A. All temporary and permanent facilities and controls and all other elements on the project site shall meet all standards of the Occupational Safety and Health Act of 1970 and subsequent revisions. The Contractor shall comply with all requirements of the Act.
- B. The Contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees and persons at the site.
- C. In the event of damage to existing and/or temporary facilities then immediately make all repairs and replacements to an equal condition prior to the event.

## 1.03 QUALITY PERFORMANCE

- A. Comply with and perform all work in accordance with the requirements of local authorities and utility companies having jurisdiction, and all applicable codes, regulations and ordinances.
- B. Secure approvals from the appropriate jurisdictions and utility companies on all repairs, relocations, connections, disconnections and the Work.
- C. All barricades, warning signs, lights, temporary signals and other protective devices shall conform with "Manual on Uniform Traffic Control Devices for Streets and Highways", US Government Printing Office.

## 1.04 SUBMITTALS

- A. The Contractor shall provide a list of contact numbers as follows:
  - 1. Contractor's superintendent and office project manager (home, beeper, cellular, office, fax, trailer, and email address).
  - 2. All subcontractors.
  - 3. All utility companies.
  - 4. Emergency services such as fire department, police, and ambulance.
  - 5. Contractor shall also submit the following:
    - a. Name and qualifications of person or persons who shall be available to render first aid.
    - b. Names, addresses and telephone numbers of personnel who can be telephoned and act on behalf of Contractor in the event of emergencies or other problems requiring prompt attention during winter shutdown, holidays, nights and other periods when the Contractor's superintendent may be absent from the project site.
- B. The 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).

## 1.05 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the installation, performance, maintenance, and repair of all temporary facilities and controls specified herein this Section as originally provided.
- B. The Owner reserves the right to immediately correct a Contractor caused action, if in the opinion of the Owner, the situation may result in the immediate loss of life, property, and degradation of the environment. The costs for actions taken by the Owner shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.
- C. If the Contractor caused situation is not deemed immediate, then the Contractor shall, within 24 hours of receipt of written and/or verbal notice, correct the defect or unsatisfactory condition.
- D. The Owner may repair, correct, replace, or install temporary facilities to correct the situation if the Contractor fails to perform within the allowed time. The costs to make the corrections shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.

## PART 2 - PRODUCTS

## 2.01 GENERAL

- A. The Owner may use temporary power lines, pipes, roadways or other facilities that the Contractor furnishes, installs, and maintains (then removes at the completion of the work), during the period of construction.
- B. The location of all temporary power lines, roadways, and other necessary temporary facilities shall be subject to the approval of the Engineer, and these shall be located and operated so as not to interfere with the operation of the facilities.

## 2.02 WATER FOR CONSTRUCTION PURPOSES

- A. The Contractor shall obtain water from the nearest potable water source as designated by the Owner.
- B. The Owner will pay for water usage for general construction activities such as dust control and for sanitary purposes, like hand washing.
- C. Potable water, used for pipe exfiltration testing, process tank testing, storage tank testing, or elevated water storage tank testing, will not be paid for by the Owner. The Contractor shall include the costs for water for this purpose in the price as-bid.
- D. The Contractor shall install his or her own backflow prevention device at the supply point where it is connected to the Owner's system.
  - 1. The water purveyor shall approve the device.
  - 2. The device shall be tested and certified as functioning properly.
  - 3. Post the certification in a location acceptable to the water purveyor.
- E. A water meter shall also be installed on any water service lines used to supply water for exfiltration testing.
- F. The Contractor shall exercise measures to conserve water.

- G. Provide insulation and heat tracing to prevent freezing of temporary piping. Drain hoses at the end of each use.
- H. All Contractors, subcontractors, and personnel involved in the project shall be permitted to use water for construction purposes as provided under this paragraph.

### 2.03 SANITARY FACILITIES

- A. The Contractor shall provide and maintain his or her own temporary toilet facilities and enclosures.
- B. These facilities shall be maintained in a strictly sanitary manner and be screened from the general public.
- C. All facilities shall be in accordance with the Occupational Safety and Health Act (OSHA) standards and all other applicable local codes.
- D. The locations of such facilities shall be determined by the Engineer or the Owner .
- E. All applicable codes and regulations regarding the maintenance and method of waste disposal for these facilities will be strictly enforced. These facilities shall be of the portable type.
- F. The Owners sanitary facility will not be available for use by the contractor.
- G. Comply with the requirements also contained in Section 015719 - Environmental Protection.

### 2.04 HEAT

- A. The Contractor shall provide and pay for heating devices and fuel as required to maintain adequate heat for specific construction operations; i.e. painting, application of coatings, etc. where so specified elsewhere in these specifications.
- B. The Contractor shall heat buildings to properly apply paint in accordance with Section 099100 requirements.
- C. Maintain minimum ambient temperature of 40 degrees F in areas where construction is in progress, unless otherwise indicated in specifications or as required by proposed working conditions and manufacturer's installation/application instructions.

### 2.05 VENTILATION

- A. The Contractor shall ventilate enclosed areas to assist in the curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.
- B. The Contractor shall ventilate buildings to safely apply paint in accordance with Section 099100 requirements.

### 2.06 BARRIERS AND PROTECTION

- A. The Contractor shall provide railings, barricades, signs, fences and other protective devices to prevent unauthorized entry to construction areas, to allow for the Owner's safe use of the site and to protect existing facilities and adjacent structures from damage from the work.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.

- C. Provide protection for plant life designated to remain.
- D. Protect vehicular traffic, stored materials, public utilities, site and structures from damage.
- E. Provide warning signs, detour signs and other traffic control devices to insure the safety of plant operators and to adequately direct traffic around the work. Illuminate barricades, obstructions, and warning signs from sunset to sunrise.

#### 2.07 TEMPORARY FENCING

- A. The Contractor is responsible for performance compliance with OSHA standards.
- B. The Contractor shall provide temporary safety fence around all open excavations or other dangerous conditions on the construction site.
  - 1. All temporary safety fencing shall be designed and erected in compliance with OSHA standards, but in no case less stringent than these specifications for fencing.
  - 2. Fence is to be bright orange in color, a minimum of 4 feet high, and properly secured using 1" diameter steel pipe at 4'-0" on-center as support posts.
  - 3. Stake each support post to a depth of 18" and tamp securely into place.
  - 4. Each post shall be plumb.
  - 5. Secure fencing to posts using heavy-duty 12" long cable ties or tie wire.
  - 6. The fence and supports shall remain the property of the Contractor and be promptly removed at the appropriate time.

#### 2.08 TEMPORARY HANDRAILS AND SCAFFOLDS

- A. All temporary handrailing and scaffolds shall be designed and erected in compliance with OSHA standards. The Contractor is responsible for performance compliance with OSHA standards.
- B. Handrails shall be securely installed and maintained in accordance with OSHA regulations until the permanent railing or grating has been permanently installed and approved by the Engineer.
- C. All scaffolding and platforms shall be erected in a safe and substantial manner complying with OSHA requirements.
- D. All temporary handrails and scaffolds shall be designed by a professional engineer licensed in the state where the project is being constructed.
  - 1. The design drawings and details shall be stamped by the licensed engineer and submitted for record purposes.
  - 2. The Contractor's design engineer shall visit the site to certify that the handrailing and/or scaffolds have been erected pursuant to the stamped design.

#### 2.09 EROSION CONTROL

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

- D. Comply with the requirements also contained in Section 015719 - Environmental Protection.

#### 2.10 DUST CONTROL

- A. The Contractor shall provide measures to control dust resulting from the work.
- B. Control dust at locations and in such quantities and frequencies as required to prevent dust from becoming a nuisance to the surrounding area.
- C. In the event the Contractor does not adequately provide for dust control, or should insufficient quantities of dust control agents be placed and Contractor fails to place additional quantities within 4 hours after Engineer's direction, Owner will perform the required work by whatever means deemed expedient and all expenses incurred by Owner will be charged to and paid by Contractor.
- D. Take care in selecting and applying dust control agents so as not to make roadways or walkways slippery, muddy or hazardous. Dust control agents shall be acceptable to the Engineer.
- E. The Contractor shall provide all roadways with dust control.

#### 2.11 RUBBISH REMOVAL

- A. The Contractor shall be responsible for overall rubbish removal.
- B. Burning of rubbish and trash will not be permitted.
- C. The Contractor shall clean up trash as specified in Section 011400 - Work Restrictions or more often if the trash interferes with the work of others, presents a hazard or if directed by the Engineer.
- D. Dispose of rubbish and waste materials in accordance with state regulations and local ordinances.
- E. The Contractor shall also place rubbish containers at locations selected by the Engineer.
  - 1. Furnish adequately sized rubbish containers from the date of initial mobilization to the date of final payment.
  - 2. As a minimum, the Contractor shall furnish two (2) 55-gallon general trash containers. Secure the top of each container to the container.
  - 3. Secure the container itself so that it does not get blown about the site.
- F. The Contractor shall be responsible for maintaining the site free of trash.

#### 2.12 SNOW REMOVAL

- A. The Contractor shall be responsible for maintaining roads, walkways, sidewalks, and parking areas/lots free of snow. Provide snow plowing during and after each snow fall equal to or greater than 1.0 inch as reported by the local weather service.
- B. Any damage resulting from the Contractor's snow clearing operations shall be immediately repaired at no additional cost to the Owner.

## 2.13 ENCLOSURES

- A. The Contractor shall provide and maintain temporary enclosures, sheds, or fenced-in areas to accommodate protection for products, material and equipment.
- B. Store equipment that cannot be exposed to outdoors in accordance with Section 016500 - Product Delivery, Storage and Handling.

## 2.14 SECURITY

- A. The Contractor shall provide security and facilities to protect work from unauthorized entry, vandalism and theft.
- B. Coordinate with Owner's security program, if applicable.
- C. The Contractor has full responsibility for the working area until final acceptance and payment.
- D. The Contractor shall maintain the perimeter fence that pre-existed prior to the start of construction. A temporary perimeter fence shall be required at all times during the construction and until the new perimeter fence is installed, or until the project is accepted by the Owner.
- E. It shall be the Contractor's responsibility to lock all gates to the site, and on the access road, at the end of each work day.
- F. All on-site employees shall bear, at all times, an identification badge, conspicuously worn, which shall include, at a minimum, a passport or similar size photograph, the name of the employee and the name of the company.
- G. Any employee working on site without a photo identification badge will be instructed to leave the site.
- H. All company vehicles shall be conspicuously identified, through sufficiently sized lettering on both the passenger and driver sides, with the company name, address and telephone number.
  - 1. All employee owned vehicles shall have an 8-1/2 inch by 11 inch sign with the company name, address and telephone number placed on the dashboard on the driver side.
  - 2. Vehicles may be subject to search by the Owner or owner's representatives.
  - 3. Any vehicle that does not have the company name, address and telephone number will not be permitted on the Owners' property.
- I. Submit to the Owner a complete listing of all employees that will or might be performing work at the project site.
  - 1. Furthermore, provide sufficient information as may be required for the Owner to conduct background checks, in accordance with the Fair Credit Reporting Act.
  - 2. Background checks may be performed at the discretion of the Owner due to the sensitive nature of the work and the extensive, and sometimes unsupervised, access to Owner property and buildings.
  - 3. The Contractor shall be required, on request from the Owner, at any time prior to or during the work, to provide releases from its employees and officers to the Owner, H2M, and a background search firm, hired by either the Owner or H2M, to conduct background checks in accordance with the Fair Credit Reporting Act and applicable state law.

## 2.15 PARKING

- A. Do not allow heavy construction vehicle parking on existing pavement, if existing pavement is not scheduled for replacement or restoration.

- B. Provide and maintain access to fire hydrants, building entrances, process tanks, doors and the work in general.
- C. The Contractor shall have his or her employees and subcontractors park in areas designated by the Owner/Engineer.
- D. If designated on the Contract Drawings, then only use those areas for parking.

#### 2.16 DAMAGES

- A. The Contractor, with the prior approval of the Owner/Engineer, shall promptly repair any damage, directly or indirectly caused by the Contractor's operations.
- B. All repairs shall be to the complete satisfaction of the Owner and equal in quality to that which pre-existed.

#### 2.17 FIRST AID FACILITIES & EMERGENCY TELEPHONE NUMBERS

- A. The Contractor shall provide and maintain adequately equipped first aid facilities in a location or at locations that are readily accessible to workmen, Engineer and visitors to the site.
- B. Provide at least one on-site employee who is properly trained in first aid and who shall be available to render first aid whenever construction is in progress.
- C. Provide a list of emergency telephone numbers as specified above.
- D. Post the list of emergency telephone numbers as directed by the Engineer.

#### 2.18 POLLUTION CONTROL

- A. Do not permit pollutants, such as chemicals, fuels, lubricants, calcium chloride, sewage, water containing sediments and other deleterious, poisonous, toxic or oxygen demanding substances to enter or leach into streams, lakes, wetlands, other surface waters, into groundwater, or into the air.
- B. In waters used for public water supply or used for trout, salmon or other game or forage fish spawning or nursery, control measures must be adequate to assure that turbidity in the receiving water will be increased not more than 10 standard turbidity units (s.t.u.) in the absence of other more restrictive locally established limitations, unless otherwise permitted by the State.
- C. In no case shall the classification for the surface water be violated, unless otherwise permitted by the State.
- D. In water used for other purposes, the turbidity shall not exceed State limits.

#### 2.19 REMOVALS

- A. Remove all items provided under this Section except as otherwise specified.

### PART 3 - EXECUTION

#### 3.01 PROTECTION OF EXISTING UTILITIES AND PUBLIC WORKS

- A. Maintain and protect existing utilities and public works including, but not limited to, conduits, sewers, water mains, electric and telephone conductors or conduits, and gas mains encountered during the construction.

- B. In the event that it is not possible to cross over, under, around or otherwise avoid the existing utility, the owner of the utility shall be notified that the utility must be altered or moved.
- C. In the event that damage shall result to any service pipe for water or gas, or any private or public sewer or conduit, the Contractor shall immediately, and at its own expense, repair same to the satisfaction of the Engineer.
- D. Any contents from the pipes, sewers or conduits shall be immediately removed and disposed in accordance with applicable laws.

### 3.02 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities and materials, immediately following substantial completion and prior to release of retainage.
- B. Remove underground installations to a minimum depth of 2 feet.
- C. Regrade site to restore to existing slope and elevation, and restore the surface.
- D. Clean and repair damage caused by installation or use of temporary work.
- E. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- F. Remove temporary parking and access roads.
- G. Regrade area to existing slope and elevation and restore the surface to its existing condition.
- H. Final payment will not be processed until all removals have been completed to the satisfaction of the Owner/Engineer.

### 3.03 PROTECTION OF EXISTING PROPERTY

- A. Protect existing structures and finishes during performance of the work.
- B. Protect existing trees and plants during performance of the work.
- C. Do not deposit excavated materials or store materials around trees or plants or attach guy wires to trees.

**END OF SECTION 015000**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

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

## 1.02 DEFINITIONS

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

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

## 3.01 PROTECTION OF ENVIRONMENTAL RESOURCES

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

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

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

- f. Conduct truck loading, unloading, and hauling operations so that noise is kept to a minimum.

**END OF SECTION 015719**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

## 1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
  - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
  - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
  - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks.
  - 1. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
  - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Engineer advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.
- D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.
- E. At the request of the Engineer, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

## 1.03 QUALITY ASSURANCE - EQUIPMENT

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.
- B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.
- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.

1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
  2. Pumps shall conform to the requirements of the Hydraulic Institute.
  3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.
- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

## PART 2 - PRODUCTS

### 2.01 MATERIALS AND EQUIPMENT

- A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
1. This time requirement does not apply when the manufacturer posts an Owner/Engineer acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
  2. The bond shall be in a form that is acceptable to the Owner's legal council.
- B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- E. Items of any one type of material or equipment shall be the product of a single manufacturer.
1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
  2. The 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.

### 2.02 CONTROL PANELS, MCC'S AND SWITCHBOARDS

- A. All control panels, motor control centers, and switchboards shall be fabricated with pilot lights, selector switches, PLC, graphics display panels, elapsed time meters and other components that shall match.
1. This does not require that all components be one manufacturer, but does require that the like components be of the same manufacturer.

2. The Contractor shall coordinate the shop drawing submittals to indicate that all components have been selected on this basis.
  3. This requires the Contractor to advise each control panel supplier that product options are limited in this regard.
- B. Replacement of unlike products delivered to the job site shall be the responsibility of the Contractor.
- C. All costs associated with the replacement shall be borne by the Contractor.

### 2.03 NAMEPLATES

- A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.
- B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.
- C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

### 2.04 FABRICATIONS

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Prior to work under any Section, carefully inspect the work of all other prime trades and verify that all such work is in conformance with the Contract Documents and is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Engineer.
- E. Do not proceed with the work under any Section until these conditions are obtained.

### 3.02 INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.

- C. Where performance criteria are specified, do all work necessary to attain the required end results.

### 3.03 FIELD QUALITY CONTROL

- A. Neither observations by Engineer nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Engineer with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
  - 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
  - 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
  - 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

### 3.04 ADJUST AND CLEAN

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.
- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
  - 1. In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
  - 2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurements 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, 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's direction to uncover the work if tie distances were not obtained.
- C. If any work has been covered with Engineer's consent and Engineer 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 016100**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.
- B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

## 1.02 GENERAL

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
  - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
  - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
  - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
  - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for its reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

## 1.03 PACKING

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
  - 1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
  - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.

1. The Engineer reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
  2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. All control panels shall be wood crated.
1. All sides of the control panel shall be covered with 3/4" plywood.
  2. The control panel number or name shall be printed on all sides of the crate in 1' high black lettering.
  3. The manufacturer's name, Contractor's name and project name shall also be printed on the front of the crate.
  4. All control panels and centers shall be packaged with three (3) copies of the approved wiring diagram inside the control panel enclosure in a separate plan holder attached to the inside door. The words "APPROVED FOR CONSTRUCTION" shall be indicated on each page of the wiring diagram.
- G. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.
- H. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

#### 1.04 SHIPPING AND DELIVERY

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.
- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

#### 1.05 STORAGE

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.

- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- K. Store with seals and labels intact and legible.

#### 1.06 EQUIPMENT INSTALLED BY OTHERS

- A. All products, except products noted on the Drawings or specified, shall be furnished and installed under this Contract.
  - 1. Only noted or specified products shall be furnished under this Contract for installation by others.
  - 2. If it is not noted on the Drawings or specified, then the product shall be furnished and installed under the Contract.
- B. The Contractor shall furnish these products to the Owner. These products shall be stored as specified above.
- C. The Owner will then advise the installing contractor that the product(s) are ready for installation.
  - 1. In the case where the product is stored in a proper enclosure, but not stored inside the building to be constructed under this project, then the installing contractor shall move the product into the building to a location adjacent to the final location shown on the Drawings.
  - 2. In all cases, the installing contractor shall be responsible for moving from storage, uncrating, anchoring, mounting and installing the product as required by the Contract Documents.
- D. The Contractor and installing contractor(s) shall be present at the time the equipment is turned over to the Owner. Immediately thereafter, the Owner will turn the product over to the installing contractor for installation.
- E. The Owner, Contractor, Engineer and the installing contractor shall inspect the condition of the product at this time.
  - 1. Any defects in the product will be noted and the Contractor will be advised to make all repairs immediately.
  - 2. The installing contractor shall still be required to install the product if the damage is deemed cosmetic by the Engineer.
  - 3. The manufacturer's installation instructions or wiring diagram shall be turned over to the installing contractor at this time by the Contractor.
  - 4. Any damage occurring to the product during moving, setting and mounting the unit(s) shall be the responsibility of the installing contractor.
  - 5. The Contractor is advised to take photographs to document the condition prior to it being turned over to the installing contractor.
  - 6. The installing contractor is advised to take photographs to document the condition prior to its acceptance.

- F. The supplied unit(s) remain the property of the Contractor until final acceptance of the work.
- G. Any damage caused to the unit(s) due to improper installation, workmanship, and non-compliance with the manufacturer's written installation instructions shall be the responsibility of the contractor who caused said damage. The burden of proof shall rest with the supplying Contractor.
- H. In the event the Contractor discovers misuse, abuse or improper installation of the unit(s) by the installing contractor, then he shall immediately notify the Engineer in writing. The Engineer will investigate the accusations and make a determination. The Engineer's determination shall be binding and agreed to by both parties.
- I. If the Engineer's determination substantiates the accusations of the Contractor, then the Contractor shall install the unit(s), the costs for which will be paid for as extra work. All costs associated with the extra work change order, including engineering and attorney fees of the Owner and Contractor will be deducted from money due the installing contractor.

#### 1.07 PROTECTION OF WORK

- A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

**END OF SECTION 016500**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Work of this Section includes the following:
  - 1. Starting systems
  - 2. Testing, adjusting, and balancing
  - 3. Updating of manufacturer's operations and maintenance manuals and wiring diagrams

## 1.02 STARTING SYSTEMS

- A. The Contractor shall coordinate, schedule, and sequence the start-up of various equipment and systems.
- B. Where the start-up of a system or piece of equipment is dependent upon the start-up of other system(s) or equipment, then the Contractor shall schedule and sequence the start-ups to coincide.
- C. Notify the Engineer 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, utilities, and other Prime Contractors.
- D. Where applicable, 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.
- E. Verify that the equipment has been installed in accordance with the manufacturer's requirements.
- F. 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.
- G. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- H. Verify that wiring and support components for equipment are complete and tested.
- I. Execute start-up under supervision of applicable Contractor's personnel in accordance with manufacturer's instructions.
- J. The Contractor shall have the job site superintendent present during all start-up activities.

K. Provide manufacturer's authorized technician at the site when specified and in accordance with the requirements contained in Section 014500 - Quality Control.

L. 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 017500**

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Testing of piping.
- B. Testing of tanks vented to atmosphere.
- C. Pipe leakage testing shall comply with the conditions noted in the Schedule.

## 1.02 DEFINITIONS

- A. Leakage (or exfiltration) - The quantity of water to be supplied into the newly laid pipe, any valved section thereof, manhole, or other appurtenance, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.
- B. Infiltration - The quantity of water that enters into any pipe, manhole, or other appurtenance when the static groundwater elevation is at the maximum elevation above the pipe or appurtenance as specified hereinafter.

## 1.03 QUALITY ASSURANCE

- A. Prior to Substantial Completion, pressure pipes and non-pressure pipes shall meet specific leakage requirements. These leakage requirements shall be satisfied by the basic materials alone. Where joint fillers and the like have been specified, primarily to protect jointing materials, and secondarily to provide a factor of safety, they shall not be applied until after leakage tests have been completed and have been accepted by Engineer.
- B. Engineer will witness tests. Tests not witnessed will be considered as not having been performed.
- C. Do not close or cover up work until it has been observed for proper and satisfactory construction and installation in compliance with the Contract Documents. Should incomplete or unacceptable work be covered, the Contractor shall, at his/her own expense, uncover all work so that it may be properly observed. After such observations, repair and replace the work that was found defective, unsatisfactory, and not in accordance with the Contract Documents. After such repair and replacement, bring all work to completeness and status as it was before it was closed and covered, all at the Contractor's own expense. Submit for review and approval proposed corrective action to correct failed systems.
- D. Successful completion of required tests shall be in no way interpreted as relieving the Contractor of responsibility for defects that become apparent subsequent to the time of testing. It shall be the sole right of the Engineer to determine whether defects exist. Retest all portions of the work deemed necessary by the Engineer prior to Substantial Completion.

## 1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Provide details and specifications on testing apparatus.
- C. Provide certified test results on forms approved by the Engineer.

## 1.05 SEQUENCING AND SCHEDULING

- A. Notify Engineer and governing agencies, if necessary, at least 48 hours in advance of a scheduled test so that the test may be witnessed.

- B. Test underground pipe after backfilling.
- C. At Engineer's discretion, additional sections of pipelines may be required to be tested as soon as pipe is laid and prior to backfilling when working conditions or the standard of workmanship have been altered.

## PART 2 - PRODUCTS

### 2.01 TESTING APPARATUS

- A. Provide labor, plugs, measuring equipment, and other apparatus, complete, to perform testing.
- B. Provide clean water, air, nitrogen, and other materials as required to accomplish testing.
- C. Provide plugs and caps capable of withstanding test pressures.
- D. Provide temporary flanges, plugs, bulkheads, thrust blocks, weighing, bracing and other items necessary to prevent joints from separating, and to prevent injuries or damage.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Plug open ends, adequately block bends, tees, ends, and other fittings, and do whatever is necessary to brace piping system so that it will safely withstand the pressures developed under the tests and so that no damage or injury shall occur to the pipeline, people or property.
- B. Before tests are conducted, isolate, or remove any regulator, gauge, trap, or other apparatus or equipment that may be damaged by test pressures.

### 3.02 GENERAL

- A. Trapped Air: Trapped air may cause a false indication of the rate of leakage. Points of concern include ends of lines, stubs, house connections and high points in pipelines. No credit will be made for this condition and no adjustment will be made to the allowable leakage. When trapped air is suspected of causing a test failure, do whatever is necessary to evacuate the air and repeat tests until the actual leakage is equal to or less than allowable rate of leakage.
- B. Water Absorption: No credit will be given for absorption of water in pipe and manhole walls. If necessary, fill pipes and manholes with water well in advance of testing and allow them to soak in order to eliminate or minimize the effects of absorption.

### 3.03 TESTS FOR NON-PRESSURE PIPING

- A. General:
  1. Leakage shall be determined by exfiltration testing. The Engineer reserves the right to also require infiltration testing.
  2. Air testing is not permitted.
  3. Leakage testing shall include the main non-pressure pipe, house connections, and appurtenances on the section of pipeline being tested.
  4. Limit pipeline test sections to runs between adjacent structures. Manholes may be tested simultaneously with pipes.
  5. Adequately plug ends of house connections, stubs, and openings from which water may escape.
  6. Use clean water for exfiltration tests.

7. Determine groundwater levels by installing piezometers, test holes or test pits at intervals not to exceed 1,000 feet.
- B. Pipe Exfiltration Test:
1. The minimum water level required for testing is 4 feet above the crown of the upstream (highest) end of the pipe being tested or 2 feet above the maximum groundwater level along the test section, whichever is greater.
  2. Install a watertight plug in the downstream end of the pipe.
  3. Fill upstream reservoir with water and conduct test for six (6) hours.
  4. Upon satisfactorily completing the test, remove the downstream plug in the presence of Engineer. Do not touch nor remove anything until approved by Engineer.
  5. Maximum allowable exfiltration is one hundred (100) gallons per inch diameter per mile per day.
- C. Pipe Infiltration Test:
1. The minimum head of groundwater required for infiltration testing is 2 feet above the crown of the pipe at the upstream end but must in all cases reach its normal level.
  2. Infiltration may be measured with an approved graduated container capable of intercepting all inflow, by a pipeline V-notch weir, or by other approved methods. When using instream type measuring devices, do not measure flows until steady state conditions are established.
  3. Maximum allowable infiltration is one hundred (100) gallons per inch diameter per day per mile of pipe.
  4. Where groundwater level is at least 2 feet above the highest manhole joint, manholes may be included in the test. No visible leakage will be permitted in manholes.

#### 3.04 TESTS FOR PRESSURE PIPES

- A. Leakage testing shall include the main exiting pipe, service connections, and other appurtenances on the section of pipeline being tested.
- B. Test pipes prior to applying insulation and before they are concealed or furred-in.
- C. Provide all necessary gauges. Gauges shall be standard pressure type with a minimum 4-1/2 inch diameter dial and a pressure range not in excess of 150% of the maximum required test pressure. Gauges shall be liquid-filled.
- D. Provide and maintain at the site a gauge stand with an approved laboratory calibrated test gauge. Periodically check test gauge used for testing against the test gauge, and whenever requested by Engineer.
- E. Where it is necessary for testing, tap pipes and insert approved plugs after testing is completed.
- F. Provide a hand or motor driven compressor to maintain the required test pressure constant throughout the duration of the test. If a water pump is used, pump water from a container with a known volume of water. If an air or inert gas pump is used, leakage shall be determined and calculated by the cycling of the pump.
- G. Provide test gauges at each end of the line being tested.
- H. Conduct leakage test in accordance with the requirements contained in the Schedule.

#### 3.05 ALLOWABLE LEAKAGE

- A. The maximum allowable leakage for the various piping systems is presented in the schedule.

- B. It is the intent of this Contract to secure piping systems without leakage.
  - 1. Each section of pipe and within each structure shall not exceed the allowable leakage.
  - 2. It is also the intent to secure a piping system free from visible drips, streams and leaks. Therefore, even if a portion of the system meets the requirements for allowable leakage, visible leaks are not permitted and shall be repaired.
- C. Leakage tests will be considered satisfactorily passed when the rate of leakage is equal to or less than the stipulated allowances, there is no evidence of visible leaks, and there is no evidence of other system defects.

### 3.06 TEST FOR TANKS VENTED TO ATMOSPHERE

- A. Prior to testing liquid holding tanks open to the atmosphere, backfill to finished grade. Piping and equipment within the tank that might affect the watertightness of the tank shall be completely installed and operable.
- B. Isolate each individual tank for testing.
  - 1. Fill with clean, potable water to the maximum operating level.
  - 2. After a suitable stabilization period, the maximum operating level shall be reestablished and a twenty-four (24) hour leakage test shall be performed.
  - 3. During the test, no water shall be added to or taken from the tank. The drop in the water level shall be recorded at the end of the period.
  - 4. The allowable loss is no more than 1/4-inch per eight hours.
  - 5. Leaks shall be repaired by methods and materials approved by the Engineer prior to the start of the corrective action.
  - 6. Leakage shall be corrected prior to the performance of equipment testing.
  - 7. During the testing of each individual tank, as outlined in this paragraph, all immediately adjacent tanks shall be empty of water.
- C. After each individual tank has passed the leakage test, all tanks within each complex shall be filled with water to the normal operation level to check complex structural integrity and the hydraulics of operation.

### 3.07 RETESTING

- A. Pipes, tanks and manholes not passing the tests shall have all defects corrected with methods approved by the Engineer to the inspection and satisfaction of Engineer, and shall be retested and re-corrected as often as is necessary until the test requirements have been met.
- B. It is the intent of this Contract to obtain work meeting test requirements on their own and solely through the use of the normal integral sealing components.
  - 1. Joint leaks shall not be stopped using concrete, caulking, mortar, or other patching materials.
  - 2. Leaking pipe joints shall be re-jointed and leaking manhole joints shall have joints reset, or replaced if necessary.
- C. Methods other than rejoining, resetting or replacing joint seals shall require the written approval of Engineer.

### 3.08 SCHEDULE

#### LEAKAGE TESTING REQUIREMENTS

| SERVICE                | FLUID | PRESSURE | DURATION<br>(HRS.) | ALLOWABLE LEAKAGE<br>(NOTE 1) |        |         |
|------------------------|-------|----------|--------------------|-------------------------------|--------|---------|
|                        |       |          |                    | UNDERGROUND                   |        | EXPOSED |
|                        |       |          |                    | INFIL.                        | EXFIL. |         |
| NON-PRESSURE<br>PIPING | WATER | 4FT.     | 6                  | 100                           | 100    | NONE    |
| PRESSURE<br>PIPING     | WATER | (NOTE 2) | (NOTE 2)           | 0                             | 0      | 0       |

## SCHEDULE NOTES:

1. Maximum allowable leakage in gallons/day/inch diameter/mile of pipe, or gallons/day/inch diameter/mile for manholes. Where a percentage is shown, the loss shall not exceed the percentage of the starting test pressure.
2. Maintain 100 psi or two times operating pressure, whichever is greater, for 2 hours.

**END OF SECTION 017550**

## 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 where the prime construction contract includes electrical construction or where this Contract is for a Prime Electrical Construction Contract.
- B. Submit the following items to the 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's acknowledgment of receipt or approval.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 017800**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. 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 paper 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, 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. Where emergency generator(s) are included as work of this Contract, the manufacturer's standard manual will be allowed if the manual clearly shows the instructions for the particular model of generator. Cross out chapters and paragraphs that do not apply to the Owner's generator.
- J. Where manuals are prepared for treatment systems for water, a process chapter, written in plain language for the operators, shall be prepared by the manufacturer providing the following:

1. A general discussion regarding the theory of the process.
  2. A specific discussion relating the theory to the project as designed and constructed. Provide capacities, sizes, loading rates, application criteria, design values, and design assumptions.
  3. Provide model numbers for equipment comprising the system.
  4. Provide figures, tables, and graphs to assist the operator in understanding the operation of the treatment system.
  5. Where operator interfaces are provided, provide step-by-step instructions for changing a process control variable such as set points.
    - a. The instructions shall be numbered and written such as "press", "hold" "scroll", etc.
    - b. Each operator interface instruction sheet shall be laminated and placed in the binder.
    - c. Another laminated sheet shall be provided and placed inside the control panel.
- K. Each manual shall contain the following as a minimum:
1. Table of contents
  2. Final version of the warranty statement approved by the Engineer
  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.
- L. All electronic Operations and Maintenance Manuals shall be as specified hereinafter.
1. All files shall be in Adobe PDF format and submitted on compact discs.
  2. Files shall be organized by specification section and then by product.
  3. An electronic index and list of all charts, graphs, tables, figures, and shop drawings shall be included.
  4. All information provided in the paper Operations and Maintenance Manual shall be included in the electronic version.
- M. Submit one (1) copy of a preliminary draft manual at least fourteen (14) calendar days prior to the date set for start-up.
1. The Engineer 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. The manual will be used at start-up, to record changes that should be made to the final manual.
  4. The manual will be retained on the site until such time as the final, updated manual is provided.
- N. Two (2) weeks after the date the unit was placed into service and the Owner has gained beneficial use, submit five (5) paper copies and two (2) electronic copies of the final updated Operations and Maintenance Manual. Refer to Section 017500 - Starting and Adjusting for requirements related to updating the manual(s).
- O. 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 017823**

## 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
- B. Work of this section also includes the furnishing of underground pipeline documentation.

## 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 portable document format (PDF).

## 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, 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. The stamp shall be specifically prepared for this project.
- B. Keep the record documents current as the work progresses. Record information concurrent with construction progress.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Legibly mark the Contract Plans to record actual construction, including, but not limited to the following:
  - 1. All as-built work.
  - 2. All approved field changes and conditions.
  - 3. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 4. 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).
  - 5. 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 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. The General Contractor shall on completion of major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction, site work and underground facilities installed as work of Contract G.
- C. The Contractor's surveyor site drawings shall also show the location of property line perimeter fence. The property line of the site shall be indicated on the plans.
- D. If applicable, the primary electric service, gas service, and communication lines installed by the respective utility shall also be located on the record drawings prepared by the Contractor's surveyor.

## 1.06 SUBMITTAL OF RECORD DOCUMENTS

- A. The Contractor shall deliver to the Engineer three (3) full-size sets of drawings and one (1) PDF electronic copy detailing as-built chemical treatment installations, one (1) month prior to the date of startup of the plant site as outlined in the construction schedule. These shall be submitted to the Health Department by the Engineer for certification of installation and inspection. Drawings shall be submitted by the Contractor to the Engineer in accordance with the requirements of this Section.
- B. At Substantial Completion, the Contractor shall deliver one (1) preliminary record set of as-built documents to the Engineer with all changes conspicuously ballooned or otherwise emphasized.
- C. 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".
- D. Prior to Final Completion, the Contractor shall conform the preliminary record drawings to the comments made by the Engineer. The Contractor shall provide one (1) set of full-scale paper as-built drawings and one (1) electronic copy in portable document format (PDF).
- E. 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.
- F. 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.
- G. As a convenience, Engineer will make available to the Contractor electronic media of the Contract Drawings for the sole purpose of the Contractor preparing as-built drawings.
- H. 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 disc in a zipped format.
  - 3. Electronic media shall be returned to the Engineer upon acceptance of the as-built drawings by the Owner.

## 1.07 RELATED DOCUMENTS

- A. Provide certificate of release of liens if requested by the Engineer.

## 1.08 UNDERGROUND PIPELINE DOCUMENTATION

- A. The installing Contractor shall document the location of all underground pipelines by taking digital photographs of the installed pipelines prior to backfilling. At least 3 digital photographs shall be taken of each pipe section before it has been backfilled.
- B. The Contractor shall provide each pipe installation crew with a digital camera capable of a 3 mega-pixel quality picture using Smart Media, Compact Flash Media, or Memory Stick cards as the media within the camera.
- C. At the end of each day that pipe has been installed, the crew foreman shall hand deliver to the Engineer the removable media.
  - 1. The Engineer will then download the photographs and delete the photographs from the media.
  - 2. The media will be returned to the crew foreman within two working days from the date it was delivered.
  - 3. The Contractor shall have at least three (3) 256 MB media cards available for this purpose to be used on a rotating basis.
- D. Installed work will not be eligible for payment until documentation is provided.
- E. In addition, the underground piping shall be marked with construction grade spray paint before the photos have been taken to indicate the pipelines in the pictures.
  - 1. The Contractor shall assign a separate paint color to each line to be shown in the picture.
  - 2. The paint color, once selected by the Contractor, shall be used for the entire run of piping.
  - 3. The marks shall be large and long enough to be visible in the picture. Where practical, spray paint the name of the contents that will be conveyed in the pipe, e.g. "POTABLE WATER", "BACKWASH EFFL."
  - 4. This requirement is necessary so that the pipe lines shown in the pictures can be easily named and referenced at a later date.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 017839**

## 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 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'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.
  - 4. The Owner/Engineer 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 017843**

## 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.

## 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 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.
- F. 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.
- G. Submit manufacturers' startup reports (MSR's) in accordance with the requirements contained in Section 013300 - Submittals.

## 1.03 SUBMITTALS

- A. Manufacturer's Startup Reports

## 1.04 QUALITY CONTROL

- A. The Contractor shall 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. The Contractor shall 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. The Contractor shall 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. The Contractor shall 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. Any 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.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 017900**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Removal of portable equipment from work areas.
- B. Protection of existing equipment and building.

## 1.02 SCHEDULING

- A. Schedule Work to coincide with availability of site access.
- B. Complete new piping installations prior to connections to existing piping.
- C. Coordinate removal of equipment connected to electrical systems.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

## 3.01 PROTECTION OF EXISTING WORK

- A. All existing structures, piping, utilities or materials stored in the well pump station shall be protected against damage as may be required by the Engineer. The Contractor shall be responsible for any damage to the existing or installed works and appurtenances during construction operations and such damage shall be corrected by replacing the items damaged to their original condition and position at the Contractor's cost and expense and to the satisfaction of the Engineer.

## 3.02 PREPARATION PRIOR TO WORK

- A. All portable equipment shall be removed from the area of the well inside the buildings. Equipment shall be stored as directed by the Engineer.
- B. Existing equipment which can not be removed from the building shall be protected from damage by the Contractor's operation. Walls, floor and equipment shall be adequately covered by plywood or other protective materials for the duration of the contract. No holes are permitted to be cut through the walls of the pump station, nor is the roof, any walls or other permanent part of the pump station to be removed to facilitate work under this Contract. The Contractor shall protect existing water piping and water containing equipment from freezing.
- C. All existing equipment in the pump rooms shall be protected from damage by the Contractor's operation.
- D. The Contractor shall be required to restore the pump rooms and equipment to a condition equal to what it was prior to the Contractor starting work. Any equipment that is damaged shall be replaced at the Contractor's cost.

## 3.03 CLEANING UP

- A. The Contractor shall keep the project site free from waste materials and rubbish during the progress of the work and shall make a thorough cleaning of the building and site when the work is completed. Cleaning shall be done to the satisfaction of the Engineer.

- B. After completion of the contract, the Contractor will be required to clean up the site of all spoil, clays, gravel, etc. and level off all trenches and pits and dispose of all material as directed by the Engineer and leave the site in as good condition as at the beginning of the contract.
- C. All material used to protect the pump station shall be removed. All portable equipment shall be reinstalled in the pump station and all piping shall be reconnected. The pump station shall be restored to its prior condition and shall be left broom cleaned.
- D. Buildings, grounds, paving, sidewalk, etc. shall be restored and left in a condition at least equal to that existing prior to the beginning of the work.

**END OF SECTION 020100**

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Demolition and removal of selected site elements.
  - 3. Salvage of existing items to be reused or recycled.

## 1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

## 1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition shall remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

## 1.05 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.
  - 6. Review procedures for turning over salvaged materials to the Owner and protected off-site storage of materials to be reused in the work of the project..

## 1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.

- B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting the public, pedestrian access and circulation areas and property , for environmental protection , for dust control and , for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: Submit a list of items to be removed, salvaged and delivered to Owner prior to start of demolition.
- E. Photographs or Video: Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- G. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.07 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### 1.08 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

#### 1.09 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use and is included in this Division of the specifications . Examine report and / or the appropriate specification section to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.
  2. Provide a Fire Watch or other method acceptable to the authority having jurisdiction should the existing fire protection facilities have to be shut down during the work.
  3. Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to Architect.

#### 1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned

collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs .
1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
  2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to be removed, relocated, or abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Arrange to shut off indicated utilities with utility companies. Provide 5 days notice to the Architect prior to any utility shut-downs.
  2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap, plug or reconnect remaining piping with same or compatible piping material.
    - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - c. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug or reconnect remaining ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building. Maintain existing required widths of egress pathways throughout.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

#### 3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner or as indicated on Drawings.
  5. Protect items from damage during transport and storage.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 1 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

### 3.06 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.07 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.08 SELECTIVE DEMOLITION SCHEDULE

- A. Remove, store, relocate, salvage and protect the following materials and equipment:
  - 1. Existing Items to Be Removed: Items indicated on contract drawings and items listed in technical specifications sections.
  - 2. Existing Items to Be Removed, relocated and/or Salvaged: Items required to be removed, relocated salvaged and/or stored to complete the work as indicated or called for in these construction documents.
- B. Existing Items to Remain: to complete and conform to the work of the project shall be as indicated on the contract drawings and items listed in the technical specification sections..

### **END OF SECTION 024119**

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. This Section includes the following:
  - 1. Fiberglass reinforced plastic grates and supports.
  - 2. All appurtenances and accessories necessary to provide a complete installation.
- B. References:
  - 1. ASTM E84: Test Method for Surface Burning Characteristics of Building Materials.
  - 2. ASTM D635: Rate of Burning and/or Extent of Time of Burning of Self-Supporting Plastics in a Horizontal Position.
  - 3. Fiberglass reinforced plastic ladders shall comply with OSHA 1910.27 "Fixed Ladders".

## 1.02 SUBMITTALS

- A. Product Data: Submit product data on specified component products.
- B. Shop Drawings: Indicate design load parameters, dimensions, adjacent construction, material, thicknesses, fabrication details, required clearances, field jointing, tolerances, colors, finishes, methods of support and anchorages.
- C. Samples: Submit one sample, 6 inches (150 mm) in length, illustrating color, texture and finish for each of the following: railings.
- D. Fabricator's Installation Instructions: Provide information indicating special procedures required and perimeter conditions requiring special attention.
- E. Independent laboratory test reports indicating that grating being supplied is in compliance with ASTM E84. Certification must be for the composite material being supplied on this project. Data indicating resin performance only will not be accepted.

## 1.03 QUALITY ASSURANCE

- A. A single manufacturer shall furnish all system components. This requires the supplier to be responsible for the development, design, fabrication, delivery and assembly of the complete system.
- B. Consideration will only be given to manufacturers who can demonstrate that their grating system complies with these Specifications. The manufacturer must successfully demonstrate to the Architect/Engineer that they have had a minimum of ten (10) years of successful and documented experience in the design, manufacture, and installation of grating systems of the size, quality, performance and reliability specified.
- C. The installation contractor shall have at least five (5) years of successful and documented experience in the installation of the grating systems and structural shapes being installed under this Contract.
- D. Design materials and bracing under direct supervision of a Professional Structural Engineer experienced in the design of this work registered in the State in which the project is located. Shop drawings shall bear seal and signature of said Structural Engineer.

## 1.04 DELIVERY, STORAGE AND HANDLING

- A. All materials shall be delivered on site in original, unbroken packaging bearing the label of the manufacturer.

- B. Adhesives, resins, catalysts, and hardeners shall be packaged independently, and they shall be labeled and stored in a dry indoor storage area separate from the FRP materials. Storage area temperature shall remain between 70 and 85 degrees Fahrenheit for the entire storage period.
- C. All materials shall be carefully handled to prevent abrasion, cracking, chipping, twisting, and other deformations or damage.
- D. Store materials in an enclosed area free from contact with soil or water.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Strongwell - Bristol Division: "Extren Series 525".
- B. FIBERGRATE COMPOSITE STRUCTURES, INC.: "Fibergrate".
- C. GATOR-GRATE by FOWLER FIBERGLASS GRATING, INC.
- D. IKG FIBERGLASS SYSTEMS
- E. Approved equal.

### 2.02 MATERIALS

- A. All FRP products shall have a maximum ASTM E84 flame spread rating of 25.
- B. All FRP products shall have a tested burn time of less than 30 seconds and an extent of burn rate of less than or equal to 10 millimeters per ASTM D635.
- C. All FRP products shall be electrically non-conductive.
- D. Grating shall be constructed of pultruded structural fiberglass reinforced plastic shapes, utilizing a synthetic surfacing veil for maximum chemical and ultraviolet resistance. Minimum glass content shall be 60%, comprising of both longitudinal strands and continuous strand mat so aligned as to provide both longitudinal and transverse strength and prevent splitting due to laminar shear. Grating systems shall have a flame spread rating of 25, or less per ASTM E84. Color shall be "Safety Yellow".
- E. Structural Shapes
  1. Where shown on the Plans, structural shapes shall be fiberglass reinforced polyester, manufactured by the pultrusion process. FRP shapes shall be furnished with UV inhibitor coatings, a fire retardant isophthalic polyester resin system, and a surface veil.
  2. FRP shapes shall be furnished with the following mechanical properties:

| <u>Property</u>               | <u>Structural Shape</u> | <u>Flat Sheet</u> |
|-------------------------------|-------------------------|-------------------|
| <u>Longitudinal Direction</u> |                         |                   |
| Tensile Strength (psi)        | 30,000                  | 20,000            |
| Compressive Strength (psi)    | 30,000                  | 24,000            |
| Flexural Strength (psi)       | 30,000                  | 35,000            |
| Shear Strength (psi)          | 4,500                   | N/A               |

|   |                           |                           |
|---|---------------------------|---------------------------|
| <u>Transverse Direction</u>                       |                           |                           |
| Tensile Strength (psi)                            | 7,000                     | 7,500                     |
| Compressive Strength (psi)                        | 15,000                    | 15,500                    |
| Flexural Strength (psi)                           | 10,000                    | 13,000                    |
| Shear Strength (psi)                              | N/A                       | N/A                       |
|   |                           |                           |
| Modulus of Elasticity (psi x 10x10 <sup>6</sup> ) | 2.6                       | N/A                       |
| Density (lbs./cu. in.)                            | 0.062-0.070               | 0.060-0.068               |
| Coef. of Thermal Expansion (in./in./°F)           | 4.4 x 10x10 <sup>-6</sup> | 8.0 X 10x10 <sup>-6</sup> |
| Color   | Gray or Yellow            | Gray or Yellow            |

## F. Grating

1. Where shown on the Plans, grating shall be fiberglass reinforced polyester, manufactured by the pultrusion process.
2. Grating shall consist of continuous "I" shape bearing bars, and pultruded cross rods. Cross rods shall be furnished with spacer elements, to resist twisting and movement of the bearing bars along the cross rods.
3. Gratings shall be furnished with UV inhibitor coatings, a premium grade vinyl ester resin for maximum chemical protection, and a surface veil.
4. Grating shall be designed to withstand a uniform distributed load of 100 psf, with a clear span of 4'-0", and with a maximum deflection of 0.25".
5. FRP grating bars shall be furnished with a non-skid, fine grained, quartz/epoxy surface.
6. Gratings shall be furnished in front of the tank for concrete containment area as shown on the plans:
  - a. Duragrid Series "I" 4000
  - b. Bearing Bar Shape- "I" Configuration
  - c. Depth of Bearing Bars 1.0"
  - d. Width of Top Flange - 0.6"
  - e. Width of Open Space - 0.4"
  - f. Open Area - 40%
  - g. Spacing of Cross Rods - 12" o.c.

## 2.03 FABRICATION

- A. Do not proceed with fabrication until approval of shop drawings.
- B. Installation of FRP members shall be as shown on the Plans, and as recommended by the manufacturer.
- C. Drill holes in members as required. Ream holes as necessary, and sand all drilled holes to a smooth finish.
- D. Furnish flat washers at both ends of bolted connections.
- E. Where members are drilled or cut, apply a brushed coating of resin, supplied by the manufacturer, to the drilled or cut sections.
- F. Seal cut edges and holes with grating manufacturer's vinyl ester resin system.
- G. Grating panels shall have no exposed dry glass or voids containing dry glass.
- H. Cure components prior to shipment and remove material which may be toxic to plant or animal life or incompatible with adjacent building materials.
- I. Brace shape with stiffeners to maintain shape as required.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify existing conditions under provisions of Division 01 Section "Submittal Procedures".
- B. Verify that substrate is ready to receive work and dimensions are as indicated on approved shop drawings.
- C. Beginning of installation means installer accepts existing substrate conditions.

## 3.02 INSTALLATION

- A. Install fabrications in accordance with approved shop drawings and fabricator's instructions.
- B. Install fiberglass reinforced plastic gratings with base and hold-down clips.

## 3.03 TOLERANCES

- A. Maximum Variation from True Position: 1/8 inch (3 mm).
- B. Maximum Offset from True Alignment: 1/8 inch (3 mm).

## 3.04 FIELD QUALITY CONTROL

- A. Follow manufacturer's recommendations for cutting and drilling of products.
- B. Field cuts on all FRP products shall be coated with vinyl ester resin per the manufacturer's instructions.
- C. Grating embedment angles shall be installed level.
- D. Ladders shall be plumb.

## 3.05 CLEANING

- A. Clean components of foreign materials.
- B. Clean fabrications in accordance with fabricator's instructions.

## 3.06 PROTECTION

- A. Protect finished work from damage until project is accepted by the Owner.

**END OF SECTION 068211**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Exterior coating.
- C. Piping, Valves and Fittings.

## 1.02 RELATED SECTIONS

- A. Section 013300 - Submittals
- B. Section 016100 - Basic Product Requirements
- C. Section 016500 - Product Delivery, Storage and Handling
- D. Section 221113 - Facility Piping

## 1.03 REFERENCES

- A. ANSI/NSF 61 - Drinking Water System Components - Health Effects
- B. AWWA - C115 - Standard for Flanged Pipe
- C. NACE No. 2/SSPC SP10 - Near-white Blast Cleaning.
- D. NACE No. 3/SSPC SP6 - Commercial Blast Cleaning.
- E. SSPC PA - 1 - Shop, Field, and Maintenance Painting of Steel
- F. SSPC PA 2 - Method for Measuring of Dry Paint Thickness with Magnetic Gages
- G. SSPC VOL 1 - Good Painting Practices - 2002 4th Edition latest edition
- H. SSPC VOL 2 - Systems and Specifications - 2005 Edition latest edition
- I. SSPC SP 3 - Power Tool Cleaning
- J. SSPC SP 2 - Hand Tool Cleaning
- K. SSPC VIS 1-89 - Visual Standard for Abrasive Blast Cleaned Steel.
- L. ASTM D4417-03 – Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
- M. ASTM E1216-99(2005) - Standard Practice for Sampling for Particulate Contamination by Tape Lift
- N. NACE SP0188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates

## 1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.

- B. Product Data: Provide material data sheets (MDS) and material safety data sheets (MSDS), issued by the manufactures, for all materials and accessories that are to be used.
- C. Samples: Provide a color chart for paint color selection by the Owner and Engineer for approval prior to all aspects of painting.
- D. Manufacturer's instructions: Indicate surface preparation and paint application.
- E. Submit a detailed plan on the method(s) to be employed to protect adjacent equipment and surfaces including, but not limited to, the following:
  - 1. Method of surface preparation.
  - 2. Method of paint application.
  - 3. Quality Control Plan for all phases of construction operations.
- F. Submit detailed daily reports weekly, to include the following:
  - 1. The daily work location, date, start time and finish time, ambient conditions including wet bulb temperature, dry bulb temperature, and steel surface temperature, including hold point inspection observations.
  - 2. All surface preparation operations including location, date, start time and finish time.
  - 3. The date, start time and finish time for all painting operations, including location, wet bulb temperature, dry bulb temperature, and steel surface temperature, of the each coat applied.
  - 4. The name, type, batch numbers, manufacturer's name and amount of coatings used for each application.
- G. The Contractor shall submit to the Engineer letters from manufacturers certifying that the paint being supplied for this project conforms completely to specifications.

#### 1.05 REGULATORY REQUIREMENTS

- A. All coatings shall comply with VOC regulations as promulgated by the Ozone Transport Commission, effective January 2005.

#### 1.06 CERTIFICATES

- A. The Contractor shall submit to the Engineer, immediately upon completion of the job, certification from the manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces.
- B. Certification shall make reference to the square footage figures provided to the manufacturer by the Contractor.

#### 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to the site under provisions of Sections 016100 and 016500.
- B. All materials furnished by the Contractor shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Engineer.
- C. Every container of coatings materials shall have the batch number imprinted on the can, as well as the Federal Specification Number. Colors, where not specified, shall be as selected by the Engineer or Owner.

- D. Store all materials as recommended by the manufacturer. Any materials stored improperly shall be removed from the site immediately. Maintain storage location and temperature log at storage site available for inspection.
- E. The Contractor shall supply the Owner with two (2) one gallon paint kits of each of the exterior, intermediate and finished coats in each color.

#### 1.08 WARRANTY

- A. Provide a 1-year labor and manufacturer's materials warranty for the coating systems.
- B. Warranties are to be submitted in writing to the Engineer prior to product delivery.
- C. Any defects, failures, breakdowns, or discrepancies of the paint or coatings, that reveal themselves within the 1-year warranty period after acceptance of work shall be promptly repaired at no additional cost to the Owner.
- D. Touch up procedures shall be issued by the engineer for areas of coating defects, breakdowns, or discrepancies to be repaired, only if the accumulative areas are less than five square feet, or if the engineer permits.
- E. Remove the entire coating in the area where failure occurs. Touch-up work will not be permitted. The surface is to be prepared as originally scheduled.

#### PART 2 - PRODUCTS

##### 2.01 COATING REQUIREMENTS

- A. All coating systems submitted for use shall be new for the project described. Two component coating materials shall be mixed in accordance with the manufacturer's data sheet. No partial kits shall be permitted to be used.
- B. All coating systems submitted for use shall conform and meet the minimum requirements specified by the Engineer for:
  - 1. Adhesion - ASTM-D-3359 and 4541
    - a. Minimum 900 psi as measured with a Type 2 tester
  - 2. Hardness - ASTM-D-3363, 2583, and 2240
    - a. Exterior Finish Coating - No gouging or scratching with an 8H or less pencil
  - 3. Flexibility - ASTM-D-522 and FED-STD-6221
    - a. Exterior Finish Coating - No less than 34% elongation, average of three tests
    - b. Impact Resistance - ASTM-D-2754
    - c. Exterior Coating - No visible cracking or delamination of film after 34 inch pounds or less direct impact.
  - 4. Abrasion Resistance - ASTM-D 968 and 4060
    - a. No More than 100 mg loss after 1000 cycles

##### 2.02 MANUFACTURERS

- A. TNEMEC COMPANY, INC
- B. PPG INDUSTRIES
- C. SHERWIN WILLIAMS

- D. Coating substitutions shall be permitted only after receiving written approval from the Engineer prior to bid.

### 2.03 MATERIALS - CARBON STEEL AND BLACK IRON PIPING

- A. TNEMEC Paint System - Three full coats, one stripe coat.
  - 1. Tnemec Series 94H2O, Hydro-Zinc, 2.5 - 3.5 mils DFT
  - 2. Tnemec Series 27FC Typoxy Stripe Coat (Contrasting Color)
  - 3. Tnemec Series 27FC Typoxy, 3.0 - 5.0 mils DFT
  - 4. Tnemec Series 72 Low VOC Acrylic Urethane, 2.5 - 5.0 mils DFT
- B. PPG Paint System - Three full coats, one stripe coat.
  - 1. PPG Amercoat 68MCZ, 2.5 - 3.5 mils DFT
  - 2. PPG Amerlock 2/400 Epoxy Stripe Coat (Contrasting Color)
  - 3. PPG Amerlock 2/400 Epoxy, 3.0 - 5.0 mils DFT
  - 4. PPG Amercoat 450H, 2.5 - 5.0 mils DFT
- C. SHERWIN-WILLIAMS Paint System - Three full coats, one stripe coat.
  - 1. Sherwin-Williams Corothane 1 Galvapak B65G11, 2.5 - 3.5 mils DFT
  - 2. Sherwin-Williams Macropoxy 646 Stripe Coat (Contrasting Color)
  - 3. Sherwin-Williams Macropoxy 646, 3.0 - 5.0 mils DFT
  - 4. Sherwin-Williams Acrolon 218HS, 2.5 - 5.0 mils DFT

### 2.04 MATERIALS - DUCTILE IRON PIPING

- A. TNEMEC Paint System - Two full coats, one stripe coat.
  - 1. Tnemec Series 27FC Typoxy, 4.0 - 6.0 mils DFT
  - 2. Tnemec Series 27FC Typoxy Stripe Coat (Contrasting Color)
  - 3. Tnemec Series 72 Low VOC Acrylic Urethane, 3.0 - 5.0 mils DFT
- B. PPG Paint System - Two full coats, one stripe coat.
  - 1. PPG Amerlock 2/400 Epoxy, 4.0 - 6.0 mils DFT
  - 2. PPG Amerlock 2/400 Epoxy Stripe Coat (Contrasting Color)
  - 3. PPG Amercoat 450H, 3.0 - 5.0 mils DFT
- C. SHERWIN-WILLIAMS Paint System - Two full coats, one stripe coat.
  - 1. Sherwin-Williams Macropoxy 646, 4.0 - 6.0 mils DFT
  - 2. Sherwin-Williams Macropoxy 646 Stripe Coat (Contrasting Color)
  - 3. Sherwin-Williams Acrolon 218HS, 3.0 - 5.0 mils DFT

### 2.05 MATERIALS - PVC

- A. TNEMEC Paint System - Two full coats.
  - 1. Tnemec Series 115 Uni-bond, 2.0 - 4.0 mils DFT
  - 2. Tnemec Series 1028 or 1029 Enduratone, 2.0 - 3.0 DFT
- B. PPG Paint System - Two full coats.
  - 1. PPG Amerlock Sealer, 1.5 mils DFT
  - 2. PPG Amercoat 220, 2.0 - 5.0 mils DFT
- C. SHERWIN-WILLIAMS Paint System - Two full coats.
  - 1. Sherwin-Williams DTM Primer/Finish, 2.5 - 5.0 mils DFT
  - 2. Sherwin-Williams DTM Acrylic Semi-Gloss, 1.5 - 2.5 mils DFT

## 2.06 ACCESSORIES

- A. Seam Sealer/Caulk: Shall be as recommended by the coating manufacturer.

## 2.07 TESTING

- A. The Engineer shall have the right to take random samples of paint from the painter's bucket as it is being applied to the steel structure, tank or mechanical piping. These samples will be sent to the paint manufacturer for analysis to determine constituents and type of coating.
- B. No material of any kind shall be used until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection.

## 2.08 ACCESSORY MATERIALS

- A. Provide all required ladders, scaffolding, drop cloths, maskings, scrapers, tools, sandpaper, cleaning solvents, and remove waste as required to perform the work to achieve the results specified herein. Materials not specifically indicated but required to achieve the finishes specified shall be of commercial quality and as recommended by the manufacturer.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Contractor shall verify existing ambient condition and substrate conditions prior to proceeding with any work and submit to Engineer/representative prior to requesting Engineer's/representative's verification.
- B. Contractor shall verify substrate is properly prepared, properly cleaned, and or properly coated in accordance with project specifications prior to proceeding with any additional work and prior to requesting Engineer's/representative's verification.
- C. Should the contractor request verification from Engineer/representative and work is not in conformance with requirements contractor shall pay \$500 per occurrence to cover the costs to the owner.

### 3.02 PREPARATION - GENERAL

- A. Surface Preparation Schedule:
  - 1. Carbon Steel: Shall be abrasive blast cleaned to SSPC SP-6 (commercial blast cleaning) to achieve an angular surface profile between 1.5 - 3 mils.
  - 2. Ductile Iron: All damaged primer and or connections shall be cleaned to SSPC SP-3 (Power Tool Cleaning)
  - 3. Galvanized Steel: Shall be cleaned in accordance with SSPC SP-1 (Solvent Cleaning) and may also require SSPC SP-7 (Brush off Blasting) as deemed necessary by the engineer or owner.
  - 4. Copper & PVC: Shall be cleaned in accordance with SSPC SP-1 (Solvent Cleaning) and SSPC SP-2 (Hand Tool Cleaning) to achieve a uniformly scarified surface.
- B. Cleaned surfaces, when viewed without magnification, shall be free of all visible paint oil, grease, dirt, mill scale, rust, oxides, corrosion products and other foreign matter as noted in Chapter 2, SSPC Painting Manual Volume 2.

- C. Pit filler shall be applied to all voids that are greater than  $\frac{1}{4}$  of the original steel surface thickness.
- D. The pit filler shall be applied prior to the application of the first coat and in accordance with manufacturer's instructions. If the manufacturer's instructions differ from the project specifications, the more stringent will apply.
- E. All areas shall be cleaned prior to any coating application. All surfaces to be painted shall be dry.
- F. Weld projections or irregular portions of welds, or any steel defects that would interfere with the proper coating shall be ground smooth, as directed.

### 3.03 APPLICATION

- A. Apply coating in strict conformance with the manufacturer's instructions and requirements. If the manufacturer's instructions differ from the project specifications, the more stringent will apply.
- B. Before coating is applied to surfaces, steps shall be taken, either by circulation of dry air or by the application of heat, to dry the metal surfaces completely.
- C. No coatings shall be applied when the surface temperature is less than 5 degrees Fahrenheit (3 degrees Celsius) above the dew point.
- D. No coatings shall be applied when the relative humidity is above 85% or as recommended by manufacturer.
- E. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer. Do not apply exterior coatings when unfavorable weather conditions are forecast within 24 hours of application.
- F. No surfaces shall be coated that are not in compliance with SSPC surface preparation standards or any other part of the project specifications.
- G. All coatings shall be applied at the rate specified. Deficiencies in film thickness shall be corrected with the proper surface preparation and application of an additional coating or as directed by the Engineer. Coatings in excess of the specified range shall be corrected at the direction of the Engineer.
- H. All coating applications shall be inspected and approved by the Engineer prior to the application of any succeeding coats. All coats shall be applied to the dry film thickness specified.
- I. The minimum and maximum total dry film thickness shall be as indicated in this section. The Mil Gauge shall be calibrated in accordance with the National Institute of Standard and Technology. The Contractor shall have available on the job site a satisfactory magnetic type Mil Gauge for measuring film thickness.
- J. A brush applied stripe coat, of different color, shall be applied to all weld seams, edges, seams, or any non conforming surfaces deemed necessary by the Engineer. The stripe coat shall be applied after the first coat but prior to the second coat.
- K. The coating shall be applied as a continuous film of uniform thickness. Any holidays or areas missed in the application shall be recoated within the maximum re-coat time or be corrected with the proper surface preparation and cleaning prior to the application of the subsequent coating.

- L. All coatings that are specified shall only be acceptable in the number of coats specified in the contract documents.
- M. Color Coding of Process Piping shall be in accordance with Ten States Standards as follows:

| <b>Service</b> | <b>Color</b> |
|----------------|--------------|
| Raw Water      | Olive Green  |
| Potable Water  | Dark Blue    |
| Lime           | Light Green  |

### 3.04 CLEANING

- A. All surfaces shall be free of all dirt, oil, debris, or any other foreign matter prior to the application of any coating.
- B. The Contractor shall maintain his work area in a neat, orderly fashion. Accumulation of debris, muck, rust, scale, etc., shall be frequently (not to exceed 1 week) cleaned up and removed from the site. Thinners used to clean equipment shall be held in sealed containers and removed from the site to an approved disposal area by the Contractor. Provide certificates from the disposal site indicating that the material has been properly disposed of.
- C. Upon completion of the work, all excess material, rigging, empty containers, cables, tarps, etc., shall be removed from the site. Buildings and grounds shall be left in as good condition as when work was started.

### 3.05 FIELD QUALITY CONTROL

- A. The Engineer will inspect the painting as it is being performed.
- B. The Engineer reserves the right to accept each phase of the work before further work may be conducted, to halt all Work deemed to be improper or not in compliance with project specifications, and to require the contractor to promptly correct all improper practices or deficient work. Contractor shall notify the Engineer's/representative's 24 hours minimum prior to the following:
  1. Prior to the start of work
  2. Immediately following surface preparation
  3. Immediately prior to each coating or lining application
  4. Following the application of each coat
  5. Following the curing of the coating or lining
- C. The Engineer reserves the right to conduct any testing, both destructive and nondestructive, at any time for inspection or evaluation purposes.
- D. Any expenses incurred for corrective measures required as the result of improper practices and/or defective or deficient work shall be borne by the contractor and the extent of these corrective measures shall be at the discretion of the engineer.
- E. The contractor shall provide safe access to all areas, including but not limited to, equipment, containers and spaces for inspection at any time as deemed necessary by the engineer or his representative
- F. Sufficient lighting shall be provided to ensure proper safety conditions and permit inspection.

- G. All manholes and other tank openings shall remain open as necessary during cleaning, painting and curing operations.

**END OF SECTION 099744**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Right-to-know tank and chemical system signs.

## 1.02 REFERENCES

- A. NFPA 704.

## 1.03 RELATION SECTIONS

- A. Section 101416 - Building Signage
- B. Section 220553 - Identification for Mechanical Piping & Equipment

## PART 2 - PRODUCTS

## 2.01 MANUFACTURERS

- A. Seton Name Plate Co., New Haven, CT.
- B. Approved Equal.

## 2.02 MANUFACTURED UNITS

- A. Right to Know Signage:
  1. Interior signage shall be fiberglass.
  2. Exterior signage shall be suitable for outdoor installation and UV protected.
  3. Size 15 by 15 inches for exterior signage; 10 by 7 inches for interior signage.
  4. Mounting holes through sign or self adhesive for direct mounting on tank.
  5. List chemical identity, NFPA hazard warning and personal protective items that shall be used.
  6. Provide right to know signs for each of the following:

| <u>Chemical</u>   | <u>NFPA Rating</u> |
|-------------------|--------------------|
| Calcium Hydroxide | 3H, 0F, 0R, 0X     |

7. Provide 14-inch by 10-inch fiberglass sign at storage tank; Quantity - 2:
  - a. Chemical being stored
  - b. Facility name
  - c. NYSDEC Chemical bulk Storage number
8. Provide NYS CBS & NCDH tank ID signs for all chemical bulk storage tanks. Signs shall contain information including Facility name, NYSDEC CBS #, NYSDEC & NCDH Tank ID#, Design Capacity and Working Capacity required by local and state regulations. Signs shall be installed directly on tanks indicating capacity of tank. Install at remote fill location (exterior) and on tank (interior).
9. Provide No Smoking sign at entrance to Nitrate Filter Building and Well 1-4 chemical room (exterior).

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install identification signs on or immediately adjacent to tanks with stainless steel hardware and as directed by engineer/owner.
- B. Install exterior warning signs at each entrance.
- C. Use stainless steel hardware to mount signs on exterior walls. Engineer shall determine location of each sign adjacent to building entrance.

**END OF SECTION 104300**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Safety equipment and supplies associated with use of lime.

## 1.02 REFERENCES

- A. ANSI Z87.1.

## 1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.

## PART 2 - PRODUCTS

## 2.01 MANUFACTURERS

- A. LAB SAFETY SUPPLY, JANESVILLE, WI.
- B. Or approved equal.

## 2.02 MATERIALS

- A. Face Shield:
  - 1. Ratchet Suspension System
  - 2. Polycarbonate Face Shield
  - 3. Compliance with ANSI Z87.1
  - 4. Order No. 6955
  - 5. Quantity: Two (2) per location
- B. Splash Goggles:
  - 1. Polycarbonate Lens
  - 2. Indirect Vent
  - 3. Fog Free
  - 4. Compliance with ANSI Z87.1
  - 5. Order No. 54876
  - 6. Quantity: Two (2)
- C. Rubber-coated Apron:
  - 1. Lightweight
  - 2. PVC-coated
  - 3. Cotton ties and loop neck
  - 4. Size: 35" x 45"
  - 5. Color: Yellow
  - 6. Order No. 1606
  - 7. Quantity: Two (2)
- D. Rubber Gloves:
  - 1. Unlined natural rubber gloves
  - 2. Length: 18-inches
  - 3. 0.05-inch gauge
  - 4. Size 10
  - 5. Order No. 6680
  - 6. Quantity: Two (2) pair.

- E. HAZ-MAT Spill Kit:
  - 1. PVC Carrying Bag.
  - 2. Polypropylene Socks
  - 3. Polypropylene Mats
  - 4. Disposable bag, gloves
  - 5. Order No. SPC Hazwik Chemical Spill Kit
  - 6. Quantity: Two (2)

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install one set of complete equipment as indicated in 2.02 A-F at each of two (2) locations indicated by the Engineer/Owner. Provide stainless steel or FRP rack with hooks for hanging equipment. Install rack(s) in location(s) as directed by Engineer.

**END OF SECTION 104310**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Pipe hangers for various installed pipe systems.

## 1.02 SUBMITTALS

- A. Submit under provisions of Section 013300

## 1.03 REFERENCES

- A. Underwriters Laboratories - UL Listing.
- B. ASTM B633 - Specification for Electrodeposited Coatings of Zinc on Iron and Steel
- C. ASTM A123 - Specification for Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip
- D. ASTM A653 - Specification for Steel Sheet, Zinc-Coated by the Hot-Dip Process
- E. ASTM A1011 - Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability (Formerly ASTM A570)
- F. MSS SP58 - Manufacturers Standardization Society: Pipe Hangers and Supports- Materials, Design, and Manufacture
- G. MSS SP69 - Manufacturers Standardization Society: Pipe Hangers and Supports- Selection and Application
- H. MSS SP89 - Pipe Hangers and Supports - Fabrication and Installation Practices

## 1.04 QUALITY ASSURANCE

- A. Hangers and supports used in fire protection piping systems shall be listed and labeled by Underwriters Laboratories.
- B. Steel pipe hangers and supports shall have the manufacturers name, part number, and applicable size stamped in the part itself for identification.
- C. Hangers and supports shall be designed and manufactured in conformance with MSS SP 58.

## PART 2 - PRODUCTS

## 2.01 MANUFACTURERS

- A. Anvil International (Grinnell)
- B. Cooper B-Line, Inc.
- C. Carpenter and Patterson
- D. Fee and Mason
- E. Hilti

- F. Elcen
- G. Piping Technology and Products, Inc.
- H. Or Approved Equal

## 2.02 MATERIALS

- A. Pipe Hangers & Supports:
  - 1. All pipe hangers and supports for stainless steel piping systems shall be of stainless steel construction.
  - 2. All pipe hangers and supports for copper tubing piping systems shall be of stainless steel construction. Provide dielectric/isolation wrapping or pipe insulation where dissimilar metals meet.
  - 3. All pipe hangers and supports for black iron piping systems shall be of stainless steel construction. Provide dielectric/isolation wrapping where dissimilar metals meet.
  - 4. All pipe hangers and supports for PVC piping systems shall be of galvanized steel construction, except where piping is used for chemical treatment.
  - 5. All pipe hangers and supports for chemical lines including [sodium] [calcium] hypochlorite and caustic soda shall be of stainless steel construction.
  - 6. All pipe hangers and supports for chemical lines including brine solution and regenerate piping shall be of stainless steel construction.
  - 7. All pipe hangers and supports for Rigid galvanized piping systems shall be of galvanized steel construction.
- B. Trapeze Hangers: Where three or more non-chemical lines of pipe run parallel, support them with galvanized trapeze hangers, Grinnell Figure 46. Trapeze to be supported by a minimum of two galvanized rods with Figure 60 washer plates. For top loading only.
- C. Concrete Inserts: Anvil International Figure 282, MSS SP-58 (Type 18), galvanized, universal concrete inserts, adequately sized and correctly positioned to support full load operating systems.
- D. C-Clamps: Anvil International Figure 86, MSS SP-58 (Type 23) galvanized with set screw and lock nut. Use these for attaching hangers to steel beams. Welding hanger rods to steel members is not permitted. Provide retaining clip for C-Clamps.
- E. Malleable Beam Clamps: Anvil International Figure 218, MSS SP-58 (Type 30), galvanized. Use these for attaching hangers to bar joists. Provide retaining clip for all beam clamps.
- F. Clevis Hanger (4" diameter Piping or Less): Anvil International Figure 67, MSS SP-58 (Type 5), galvanized. Use these for attaching hangers to bar joists, column or wall.
- G. Clevis Hanger (4" diameter or Greater D.I. Piping): Anvil International Figure 590, MSS SP-58 (Type 1), galvanized.
- H. Pipe saddle support: Pipe saddle with U-bolt and threaded pipe adjuster. Cooper B-Line Figure 318A, MSS SP-69 (Type 37), stainless steel. Pipe stand: Cooper B-Line Figure 316T, stainless steel.
- I. All hangers and supports shall be UL Listed. Cooper B-Line Figure 318A & 316T,
- J. Provide threaded rod in accordance with manufacturer instruction.

## 2.03 FINISHES

- A. Indoor Finishes
  - 1. Hangers and clamps for support of bare copper piping shall be coated with copper colored epoxy paint, B-Line Dura-Copper®. Additional PVC coating of the epoxy painted hanger shall be used where necessary.
  - 2. Hangers for other than bare copper pipe shall be zinc plated in accordance with ASTM B633 OR shall have an electro-deposited epoxy finish.
  - 3. Strut channels shall be pre-galvanized in accordance with ASTM A653 SS Grade 33 G90 OR have an electro-deposited green epoxy finish.
- B. Outdoor and Corrosive Area Finishes (Chemical Room)
  - 1. Hangers and strut located outdoors shall be hot dip galvanized after fabrication in accordance with ASTM A123. All hanger hardware shall be hot dip galvanized or stainless steel. Zinc plated hardware is not acceptable for outdoor or corrosive use.
  - 2. Hangers, strut, and clamps located in corrosive areas shall be type [304] [316] stainless steel with stainless steel hardware.
  - 3. Provide dielectric/isolation wrapping in systems of dissimilar metals.

## PART 3 - EXECUTION

## 3.01 SCHEDULES - HANGER SPACING

- A. Copper Pipe
  - 1. Not more than 10'-0" o.c.
- B. Black Iron and Galvanized
  - 1. 1/4 to 1-1/4 inches - 5'-0" o.c.
  - 2. 2 to 2-1/2 inches - 8'-0" o.c.
  - 3. 3-inches and above - 10'-0" o.c.
- C. PVC Pipe
  - 1. 1/2 to 1-inch - 4'-0" o.c.
  - 2. 1 1/4 to 8-inches - 5'-0" o.c.

## 3.02 INSTALLATION

- A. Support pipes on specified hangers so that equipment, pumps, and fittings do not bear weight of pipe.
- B. Do not use perforated metal, strap iron, or band iron.
- C. Do not make offsets in hangers.
- D. Maximum allowable spacing of pipe hangers for horizontal piping is listed above. Space hangers and brackets at close intervals where necessary to maintain levels, slopes, and drainage, or to prevent sagging.
- E. Place hangers within 12 inches of each horizontal elbow.
- F. Use hangers with 1-1/2 inch minimum vertical adjustment.
- G. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

- H. Allow for forces imposed by expansion joints, satisfy structural requirements and maintain proper clearances with respect to adjacent piping, equipment and structures. Hangers for insulated pipes shall be sized to accommodate insulation thickness.
- I. Support cast iron pipe under each section and at each hub.
- J. Keep the different types of hangers to a minimum and provide hangers that are neat, without complicated bolting and with the number of parts of each hanger and its anchor kept to a minimum.
- K. Make accurate weight balance calculations to determine the required supporting forces at each hanger or support location and the pipe weight load at each equipment connection.
- L. Pipe hangers shall be capable of supporting the pipe in all conditions of operation. They shall allow free expansion and contraction of the piping, and prevent excessive stress resulting from transferred weight being induced into the pipe or connected equipment.
- M. All hangers and supports that are not galvanized shall be painted or shop primed.
- N. Provide means of preventing dissimilar metal contact such as plastic coated hangers, copper colored epoxy paint, or non adhesive isolation tape- B-Line Iso-pipe. Galvanized felt isolators sized for copper tubing may also be used, B-Line B3195CT.
- O. Support horizontal cast iron pipe adjacent to each hub.
- P. Install hangers to provide a minimum of 1/2 inch space between finished covering and adjacent work.
- Q. Place a hanger within 12 inches of each horizontal elbow.
- R. Support Provide neoprene protection where dissimilar metals come into contact.
- S. Maximum allowable spacing of pipe supports for vertical piping independently of connected horizontal piping. Support vertical pipes at every floor. Wherever possible, locate riser clamps directly below pipe couplings or shear lugs.
- T. Where several pipes can be installed in parallel and at the same elevation, provide trapeze hangers as specified. Trapeze hangers shall be spaced according to the smallest pipe size, or install intermediate supports according to schedule in section 3.01B.
- U. Do not support piping from other pipes, ductwork or other equipment that is not building structure.
  - 1. Where horizontal piping movements are greater than 1/2 inch, or where the hanger rod angularity from the vertical is greater than four degrees from the cold to hot position of the pipe, the hanger pie and structural attachments shall be offset in such a manner that the rod is vertical in the hot position.
- V. In the part of the building which is steel-framed, attach hangers to the building structural steel beams. Where hangers do not correspond with the building structural steel beams, provide supplemental steel members continuously welded or bolted to the building structural steel beams.
- W. In the parts of the building which is a concrete structure, attach hangers to the concrete structure by installing anchors into the concrete.

**END OF SECTION 220529**



## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Stencils
- B. Pipe markers
- C. Tags

## 1.02 REFERENCES

- A. ASME A13.1 - Scheme for the Identification of Piping Systems

## 1.03 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Submit list of wording, symbols, letter size and color coding for mechanical identification.
- C. Submit valve chart and schedule, including valve tag number, location, function and valve manufacturer's name and model number.
- D. Product Data: Provide manufacturers catalog literature for each product required.
- E. Manufacturer's Installation Instructions: Indicate special procedures and installation.

## PART 2 - PRODUCTS

## 2.01 STENCILS

- A. Manufacturers:
  - 1. SETON NAMEPLATE CO., New Haven, CT, Model SPS.
- B. Stencils: With clean cut symbols and letters of following size:
  - 1. 3/4 to 1-1/4 inch (20-30 mm) Outside Diameter of Insulation or Pipe: 8 inch (200 mm) long color field, 1/2 inch (15 mm) high letters.
  - 2. 1-1/2 to 2 inch (40-50 mm) Outside Diameter of Insulation or Pipe: 8 inch (200 mm) long color field, 3/4 inch (20 mm) high letters.
  - 3. 2-1/2 to 6 inch (65-150 mm) Outside Diameter of Insulation or Pipe: 12 inch (300 mm) long color field, 1-1/4 inch (30 mm) high letters.
  - 4. 8 to 16 inch (200-250 mm) Outside Diameter of Insulation or Pipe: 24 inch (600 mm) long color field, 2-1/2 inch (65 mm) high letters.
  - 5. Equipment: 2-1/2 inch (65 mm) high letters.
- C. Stencil Paint: Semi-gloss enamel, colors conforming to ASME A13.1.

## 2.02 PIPE MARKERS

- A. Manufacturers:
  - 1. SETON NAMEPLATE CO., New Haven, CT., Set Mark Pipe Markers.
  - 2. BUNTING, Pittsburgh, PA, Wrap-Mark.
- B. Color: Conform to ASME A13.1.

- C. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed. For the following piping systems:
  - 1. Raw water - pre-treatment
  - 2. Raw Water - post- treatment
  - 3. Blow Off/Waste piping
  - 4. Water Service
  - 5. Drain
  - 6. Lime Piping
- D. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- E. Underground Plastic Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches (150 mm) wide by 4 mils (0.10 mm) thick, manufactured for direct burial service.

### 2.03 TAGS

- A. Manufacturers
  - 1. SETON NAMEPLATE CO., New Haven, CT.
  - 2. Metal Tags: Brass with stamped letters.
  - 3. Tag Size Minimum: 1-1/2 inch diameter.
  - 4. Chart: Typewritten letter size.
- B. Signage: Factory fabricated, flexible, semi-rigid plastic; minimum information indicating PID identification, contents, volume, installation date and right to know information, for the following piping systems:
  - 1. Lime Tank (1)

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with paint manufacturers recommendations.

### 3.02 INSTALLATION

- A. Apply stencil painting in accordance with paint manufacturer's application instructions.
- B. Install plastic pipe markers in accordance with manufacturer's instructions at intervals of 8'-0" on center, or after any change in direction. Minimum of one marker per pipe section.
- C. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- D. Install underground plastic pipe markers 6 to 8 inches (150 to 200 mm) below finished grade, directly above buried pipe.
- E. Identify piping, concealed or exposed, with plastic pipe markers or stenciled painting. Use tags on piping 3/4 inch (20 mm) diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet (6

m) on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.

F. Install tags with stainless steel/brass S hooks on corrosion resistant chain.

G. Identify valves in main and branch piping with tags.

**END OF SECTION 220553**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Black iron piping, valves and accessories
- B. PVC piping, valves and accessories
- C. Reinforced flexible tubing and accessories
- D. Stainless steel piping, valves and accessories
- E. Flanged piping

## 1.02 RELATION SECTIONS

- A. Section 220529 - Hangers and Supports for Piping
- B. Section 220553 - Identification for Mechanical Piping and Equipment
- C. Section 221119 - Plumbing Specialties
- D. Section 312333 - Trenching
- E. Section 331110 - Disinfection of Water Facilities

## 1.03 REFERENCES

- A. ASME B16.3 - Malleable Iron Threaded Fittings
- B. ASME B16.22 - Wrought Copper and Bronze Solder-Joint Pressure Fittings
- C. ASME B16.23 - Cast Copper Alloy Solder - Joint Drainage Fittings -DWV
- D. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV
- E. ASME B31.3 - Process Piping
- F. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- G. ASTM A120 - Pipe, steel, black and Hot-Dipped Zinc Coated (Galvanized), Welded and Seamless, for Ordinary Uses
- H. ASTM A269 - Seamless and Welded Austenitic Stainless Steel Tubing for General Service
- I. ASTM A403 - Wrought Austenitic Stainless Steel Fittings
- J. ASTM B42 - Seamless Copper Pipe
- K. ASTM B88 - Seamless Copper Tube
- L. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications

- M. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly( Vinyl Chloride) (CPVC) Compounds
- N. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120
- O. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
- P. ASTM D2467 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
- Q. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR)
- R. ASTM D2564 - Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings
- S. ASTM D2737 - Standard Specification for Polyethylene (PE) Plastic Tubing
- T. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings
- U. ASTM F876 Standard Specification for Crosslinked Polyethylene (PEX) Tubing
- V. ASTM F877 Standard Specification for Crosslinked Polyethylene (PEX) Plastic Hot and Cold-Water Distribution Systems
- W. ASTM F1960 Standard Specification for Cold Expansion Fittings with PEX Reinforcing Rings for Use with Cross-linked Polyethylene (PEX) Tubing
- X. AWWA C800 - Underground Service Line Valves and Fittings
- Y. AWWA C901 - Polyethylene Pressure Pipe and Tubing, 1/3" to 3", for Water Service

#### 1.04 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, hydrants and accessories.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

#### 1.05 QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 016500.
- B. Deliver and store items in shipping containers with labeling in place.

#### 1.07 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 017839.

- B. Accurately record actual locations of piping mains, valves, connections and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- D. Provide manufacturer's standard warranty for all applicable items under provisions of Section 017800.

## PART 2 - PRODUCTS

### 2.01 BLACK IRON PIPING, VALVES AND ACCESSORIES

- A. Standard weight, Schedule 40, threaded ends, conforming to ASTM A53. Fittings shall be malleable iron, screwed type conforming to ASME B16.3.
- B. Transitions from black iron to poly-tubing shall be made with barbed fittings and stainless clamps, or approved equal.
- C. Ball Valves: All 316 stainless steel body, ball and retainer, reinforced RPTFE stem, seat and retainer seal, 304 stainless steel lever with vinyl grip, rated for 125 psi minimum working pressure, threaded connections, Series 76F-100-A Apollo Valve as manufactured by CONBRACO INDUSTRIES, INC.
- D. Check Valves: All 316 stainless steel construction, including body, tail piece, guide and spring, glass filled RPTFE ball check, rated for 125 psi minimum working pressure, threaded connections, Series 62-100 Apollo Valve as manufactured by CONBRACO INDUSTRIES, INC.

### 2.02 PVC PIPING, VALVES AND ACCESSORIES

- A. PVC piping for all interior and exterior applications shall be polyvinyl chloride, Class 1245-B, Schedule 80, and shall conform to ASTM Specifications D2267, D2241, D1784 and D1785. All PVC piping shall conform to NSF-61 and be approved for potable water applications. Pipe shall be as manufactured by A.M. BEYERS or CHARLOTTE PIPE COMPANY or approved equal. Fittings for PVC piping shall conform to ASTM D2467 and be slip type and shall be of the same schedule approved for use by the pipe manufacturer. Pipe shall bear the trademark of the manufacturer.
- B. Transitions from PVC to poly-tubing shall be made with barbed fittings and stainless clamps, or approved equal.
- C. Ball valves shall be double union/double block with PVC body, ball, insert and stainless steel rod and stem with Teflon seats, Tru-Bloc by NIBCO CHEMTROL, SPEARS or approved equal.
- D. Check valves shall be of the true union ball check type with a PVC body construction. The valves shall be rated at 150 psi. The valves shall be manufactured by HAYWARD CO., SPEARS or approved equal.
- E. Strainers shall be Y type, of size indicated, PVC body with 40 mesh cylindrical stainless steel screen and shall be as manufactured by HAYWARD CO. or approved equal.
- F. Pressure relief/backpressure valves shall be molded in-line valves with PVC body construction. Valves shall have a setting range from 5 to 100 psi and be compatible with chemicals in application. Valves shall be as manufactured by PLAST-O-MATIC VALVES, INC., WALLACE & TIERNAN, WALCHEM, or approved equal.

- G. Globe valves shall be of thermoplastic construction rated to 150 psi with EPDM seals and flanged connections. Valves shall be as manufactured by ASAHI-AMERICA, NIBCO or approved equal.
- H. Unions shall be UL listed, Oring unions with Teflon gaskets by HAYWARD CO. or approved equal.
- I. Threads and dimensions: ANSI B1.1 and B18.2.
- J. All wetted parts of PVC piping, valves and accessories shall be compatible with treatment chemicals.
- K. Thread lubricant: Crane "Formula 425", or equal. (NOTE: Approved Teflon tape may be used).
- L. Gaskets: Full face, 1/8-inch thick neoprene rubber.
- M. Solvent welded joints for chemical piping shall be made using solvent cement that meets or exceeds ASTM F493, compatible with PVC pipe and fittings. Solvent cement shall be Low V.O.C., Heavy Duty Gray Industrial solvent cement by Oatey; Model EP42 or specifically approved equal.
- N. Pressure connections to pressure switches, recorders, and indicating gauges shall be equipped with a snubber.

#### 2.03 REINFORCED FLEXIBLE TUBING

- A. PVC tubing with nylon inner braided reinforcing made from FDA approved materials, 65 Durometer, 175 psi working pressure for 1/2 to 1-1/2 inches ID. Install high pressure fittings with double stainless steel clamps for all connections to tubing.
- B. HDPE translucent tubing, compatible with chemical transported, minimum 190 psi working pressure at 70F for 1/2" to 3/4" O.D. Install high pressure PVC compression fittings all connections to tubing.

#### 2.04 STAINLESS STEEL PIPING AND ACCESSORIES

- A. Standard weight, Schedule 40, two-ferrule type tube fitting connections, conforming to ASTM A269. All tubing, fittings, and valves shall be 316 stainless steel.

#### 2.05 PRESSURE REGULATING VALVES

- A. Manufacturer:
  - 1. WATTS, Series 263A (3-way).
  - 2. Approved equal.
- B. Valves shall be of brass construction with Buna-N disc/diaphragm, inlets/outlet size to match piping, maximum working pressure 300 psi, adjustable range 3 psi to 50 psi.
- C. Provide with pressure gauge and slotted adjusting screw.

#### 2.06 RELIEF VALVES

- A. Pressure relief & Backpressure / Anti-siphon valves
  - 1. Manufacturer:
    - a. PLAST-O-MATIC VALVES, INC.

- b. GRIFFCO, PRG2050P & BPV05OP
  - c. Approved equal
2. Valves shall be molded in-line type with PVC body construction.
3. Valves shall have a setting range from 5 to 120 psi and be compatible with chemicals in application. Size in accordance with the Plans.

#### 2.07 FLANGED PIPE AND FITTINGS

- A. ANSI/AWWA C151/A21.51; double thickness cement lining minimum 3/16" in accordance with ANSI/AWWA C104/A21.04, bituminous coating inside; and epoxy primer outside; flanged joint for exposed pipe, thickness Class 52 minimum for all pipe diameters.
  1. Fittings: ANSI/AWWA C110, Ductile iron, standard thickness.
  2. Flanged Joints: ANSI B16.1, Class 125 with full face, 1/8" thick rubber gaskets.
  3. Bolts: ANSI B18.2.1 and ASTM A307 Grade B.
  4. Nuts: ANSI B18.2.2 and ASTM A307 Grade B.
  5. Lubricant for Joints: Nontoxic; shall not support growth of bacteria; shall have no deteriorating effects on gasket or pipe material.
  6. Manufacturer: TYLER UNION, SIGMA, U.S. PIPE & FOUNDRY CO., GRIFFIN PIPE PRODUCTS or specifically approved equal.
- B. Flanged Adapters: Dresser Industries, Inc., Style 127 for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
- C. Restrained Flange Adapters: EBAA Iron Inc., Style 2100 Megaflange.
- D. Couplings: Dresser Industries, Inc., Style 38 for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
- E. Piping extending outside buildings shall be mechanical joint.

#### 2.08 FLANGED PIPE ACCESSORIES

- A. Joint Restrainers: Joint restrainers shall be Style 442 with tiebolts for flanged piping as manufactured by STAR NATIONAL PRODUCTS.
- B. Pipe Supports: Pipe supports shall be manufactured by MATERIAL RESOURCES:
  1. Pipe Saddle Support: Standon Model S92. Minimum Quantity: Two (2)/10'
  2. Pipe Flange Support: Standon Model S89. Minimum Quantity: Two (2)/10'

### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. Clean inside of piping and tubing before installation. Keep installed piping clean and protect ends from foreign matter by capping or plugging.
- B. Install piping and tubing so that it does not interfere with opening of doors or apparatus, access to equipment or any portion of electrical equipment.
- C. Run piping and tubing in straight lines and square with building. Install rise plumb. Make offsets only where indicated and where necessary.

- D. Install pipes so that expansion and contraction will not cause undue stress or strain to pipes or equipment. Provide loops, offsets and expansion joints as shown on drawings. If, in contractor's opinion, inadequate loops or offsets are shown, contact Engineer for instructions.
- E. Provide flanges and unions throughout the piping systems to make installation and removal of piping and equipment convenient. Make provisions for servicing and removal of equipment without dismantling piping.
- F. Support pipe in accordance with provisions of Section 220529.
- G. Install non-conducting dielectric connections wherever joining dissimilar metals.
- H. Install valves with stems upright or horizontal.
- I. Install water service lines in accordance with water utility standards.
- J. All copper piping shall be cut square, burrs removed and reamed after cutting. Fitting sockets and tube ends shall be thoroughly cleaned to a bright finish. All solder joints shall be fluxed and soldered using 95-5 tin and antimony solder and water soluble flux.
- K. All copper tubing connections shall be compression type.
- L. Joints between PVC and Black Iron/Galvanized Pipe (wherever necessary), shall be made with screwed fittings or screwed companion flanges.
- M. PVC piping and fittings connections to treatment equipment and at ends of runs shall have screw type joints. In all other locations, solvent welded slip type joints shall be used.
- N. Solvent welded joints shall be made using solvent cement that meets or exceeds ASTM F493, compatible with PVC pipe and fittings. Solvent cement shall be Heavy Duty Industrial orange solvent cement by Oatey, or specifically approved equal.
- O. Install PVC pipe in such a manner that it is not forced out of line by pipe supports, hangers or other supporting members. Pipe hangers shall be clevis or strap type.
- P. PEX piping and fittings connections shall be joined via stainless steel ring clamp.
- Q. Threaded joints where specified shall be made using standard hand or machine pipe threading tools. Dies must be sharp and in good condition to assure a clean and smooth threading operation from start to finish. Threads shall be full cut and perfect. Protective pads of leather, rubber or felt shall be employed to prevent damage to pipe walls by chuck and/or vise jaws. A slightly tapered wood plug shall be tapped snugly into the pipe for the length of thread to prevent distortion of the pipe wall by the die.
- R. Threaded pipe joints shall be made up using Teflon base compounds placed on the pipe threads. Do not place compound on threads of fittings. NO WICKING WILL BE PERMITTED.
- S. All fittings, except couplings, shall be supported and valves shall be braced to resist torque during valve manipulation.
- T. All piping shall be free of traps and graded to permit complete drainage.
- U. Connect reinforced flexible tubing to transition couplings with stainless steel clamps and/or compression fittings in accordance with tubing manufacturer's installation instructions.
- V. Install ductile iron piping and fittings to ANSI/AWWA C600.

- W. Install flanged adapters and couplings in accordance with manufacturer's installation instructions. Drawings show minimum required adapters and couplings. Contractor shall install additional coupling and adapters as required for installation and disassembly of the piping systems.
- X. Install pipe saddle supports and pipe flange supports to brace piping systems in locations shown on contract plan or as directed by Engineer. Installation shall be in accordance with manufacturer's installation instructions.

### 3.02 SERVICE CONNECTIONS AND TAPPING

- A. Maintain a 10 foot (3 m) horizontal separation and an 18 inch (460 mm) vertical separation of water main from sewer piping.
- B. Thoroughly clean water main to be tapped to remove all dirt and scale.
- C. Tap main on the side toward the line to be connected to the tap.
- D. Equipment utilized for tapping shall be as recommended by the manufacturer of the corporation stop.
- E. Maintain a minimum of 4'-6" (1.4 m) cover over the copper service pipe.
- F. Install new copper service pipe in one continuous piece. Splicing will not be permitted.
- G. Install parallel lines in neat fashion maintaining a minimum of 8" wall to wall separation. Each service line shall penetrate foundation separate from all other utility penetrations. Record origin of all service lines penetrating foundation.
- H. Cuts made in copper service tubing for installation of valves or connection to the building shall be square, reamed and all burrs removed.
- I. Solder used for service line fittings shall be lead-free, with a maximum lead content of 0.2 percent.
- J. Install curb stop at locations specified and install curb box directly above the curb stop with the cover at or slightly above grade.
- K. Connect copper service piping to building service piping with compression fitting.

### 3.03 FIELD QUALITY CONTROL

- A. Flush piping prior to conducting pressure testing.
- B. Piping shall be pressure tested with air before piping is concealed. All joints shall be checked for leakage while under air pressure by swabbing, utilizing a soap and water solution, and leaks found shall be repaired and rechecked. Pressure of air during testing shall be at least 50 percent higher than normal working pressure. Piping shall be tested for pressure and leakage in accordance with Section 017550.
- C. Before piping and valves are concealed, recheck it for leaks.
- D. Rework or replace defective and leaking joints, and joints which are otherwise unsatisfactory. Peening, caulking and doping are not permitted.

- E. The Contractor shall furnish all labor, materials and equipment necessary to accomplish all testing and repairs.

3.04 VALVE ACCESS

- A. Locate shutoff and control valves for easy access and operation. Where valves are located in enclosed spaces provide and install access doors.

3.05 TESTING

- A. All small piping shall be tested for pressure and leakage, in accordance with AWWA Specification C600.

3.06 EXTRAS

- A. Provide District with three (3) 100-foot sections of poly-tubing (one for each chemical treatment system). Size appropriately, as indicated on the drawings.

**END OF SECTION 221113**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Lime solution tank, mixer, shaft and impellers, and accessories.
- B. Lime slurry pump, piping, and accessories.
- C. Dust Collection and Exhaust System.

## 1.02 RELATED SECTIONS

- A. Section 220529 - Hangers and Supports for Piping.
- B. Section 221113 - Facility Piping.

## 1.03 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Submit product data on all components and accessories as mentioned herein.
- C. Shop Drawings: Indicate plan layout of equipment, pertinent dimensions, mounting details, construction details, required clearances, power requirements and wiring diagrams.
- D. Manufacturer's Installation Instructions: Indicate special procedures and conditions required for proper installation.

## 1.04 OPERATION AND MAINTENANCE DATA

- A. Submit under provisions of Section 017823.
- B. Operation Data: Indicate proper operating instructions and procedures.
- C. Maintenance Data: Indicate types and methods of lubrication, cleaning, schedules, spare parts list and local parts supplier.

## 1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products to the site under provisions of Section 016500.
- B. Do not remove manufacturer's packaging until product is ready to be installed.
- C. Do not store product directly on the ground.
- D. Store product on a firm, level surface.

## 1.06 COORDINATION

- A. Coordinate work under provisions of Section 013100.
- B. Coordinate the inspection of the system by the manufacturer with the complete installation of the system.
- C. Coordinate with all other adjacent electrical and mechanical work.

## 1.07 WARRANTY

- A. Provide manufacturer's standard warranty under provisions of Section 017800.
- B. Warranty to include coverage for materials.

## PART 2 - PRODUCTS

## 2.01 LIME SOLUTION TANK

- A. General Description: Solution tank shall be 5'-6" in diameter and 4'-0" feet high exclusive of dished bottom. Nominal capacity 800 gallon tank wall shall be of one piece construction. Provide flat hinged tank cover for manually charging lime to tank and all required openings. Four (4) sturdy legs shall be welded to the tank bottom to support the tank above floor. Provide enough clearance for installation of drain piping and associated drain equipment.
- B. Manufacturer:
  - 1. Highland Tank, Stoystown, PA.
  - 2. Specifically approved equal.
- C. Materials:
  - 1. 1/4" (minimum) thick steel welded and rolled sections.
  - 2. Steel plates, angles and other structural shapes shall conform to ASTM A36.
  - 3. Bolts and nuts shall conform to ASTM A325.
  - 4. Steel pipe fittings shall conform to ASTM A501.
  - 5. Welds, Welding Metal:
    - a. Welding electrodes for manual shielded metal-arc welding shall conform to ASTM A233, E 60 or E 70 Series. Bare electrodes and granular flux used in the submerged-arc process shall conform to Section 1.17.3 or AISC Specifications for Structural Steel for Buildings, June 1, 1989.
    - b. Electrodes shall be suitable for the positions, material and other conditions of use as recommended by AWS or the manufacturer.
- D. Accessories:
  - 1. Three (3) full couplings (size as per drawings) for pump suction and return and one (1) 2" full coupling for water supply with air gap above tank top.
  - 2. One (1) 2" drain pipe connection from extreme bottom of tank with nipple and pipe drain.
  - 3. Eighteen inch (18") square charging door in cover with full length hinge and handle.
  - 4. Internal baffles at quarter points to enhance mixing of the lime solution.
  - 5. Link seals for sealing two pump connections.
- E. Fabrication:
  - 1. Fabricate steel and aluminum items according to approved shop drawings and to applicable portions of AISC Specifications. Conceal welds where possible; grind exposed welds smooth and flush.
- F. Shop Painting and Protective Coating:
  - 1. Conform to Steel Structures Painting Council Specification 15-68T, Type 1, including preparation of painting.
  - 2. Coat in accordance with Section 099744 - Mechanical Piping Coating Systems of the solution tanks use only NSF and FDA approved coatings.
  - 3. Lime tank shall be painted white.

## 2.02 LIME SLURRY PUMP

- A. Install two (2) lime slurry pumps in the locations indicated on the Plans. Provide one (1) spare pump to the Owner.
- B. Lime slurry pump shall be designed to pump lime solution of 3 to 12 percent at the maximum rate of 53.5 gallons per hour against a maximum discharge pressure of 250 psi. Pump shall be hydraulically actuated with tubular diaphragm design, using pre-stressed diaphragm return. The pump shall be specifically designed to handle abrasive slurries.
- C. Pumping rate shall be adjustable by stroke length from 0 to 100 percent of maximum by manual crank and shall be continuously adjustable over a 10:1 range. Feed rate setting shall be adjustable to 0.25 percent of full scale.
- D. Head/check material shall be 316 stainless steel construction with polyurethane valve balls and ceramic or stainless steel seats. Valve body shall be PVC. Diaphragms shall be hypalon.
- E. Pump motor shall be standard NEMA foot mounted that is flexibly coupled to the gear reducer. Motor shall be mounted on a common base plate with the pump. Each pump shall be wired directly to its respective junction box for control source power.
- F. Pump shall be as manufactured by Jesco America Corporation Model 1730 or approved equal, 1/3 HP motor designed for operation at 120 volts, 1 phase, 60 Hz, inverter duty, TEFC enclosure. Pump shall be equipped with 10-foot length of cord with twist-lock plug for matching receptacle.
- G. 1-inch polyethylene tubing with nylon inner braided reinforcing made from FDA approved materials, 65 Durometer, 150 psi working pressure. Install high pressure fittings with stainless steel clamps for all connections to tubing.
- H. The following optional accessories offered by the manufacturer shall be standard equipment for this installation.
  - 1. Built-in hydraulic pressure relief valve and return piping.
  - 2. Backpressure valve for low discharge pressure.
  - 3. Automatic speed control by analog input signal.
  - 4. Automatic stroke length control.
  - 5. Food grade mineral oil.
  - 6. Hydraulic level detector.
  - 7. Jesco America Corporation Preventive Maintenance Kit.
  - 8. Single ball check valve with reversible seat on discharge of pump.
  - 9. Provide one (1) preventative maintenance kit for pump supplied.

## 2.03 TANK MIXER

- A. Gear Drive mechanical mixer with 316 stainless steel shaft and impellers.
- B. Provide minimum two (2) high efficiency 12.8" impellers suitable for mixing lime into solution. Provide stainless steel shaft and set bottom impeller 3-inches above tank bottom. Shaft shall be as sized to meet all dimensional and power constraints.
- C. Provide vibration dampening, as applicable.
- D. Mount: ball and socket type c-clamp, capable of angular adjustment.
- E. Motor: Gear drive, 20-280 RPM, 1/2 hp, 115V, single phase, TENV.

F. Manufacturer: SPX Corporation, Lightnin Brand, Model EV6P50M.

#### 2.04 DUST COLLECTION AND EXHAUST SYSTEM

- A. General Description: Dust collection exhaust system to include in-line, centrifugal exhaust fan, extraction arm, ductwork, mounting accessories and all related appurtenances installed as per the contract drawings. The Contractor shall wall mount the exhaust fan and telescoping arm as per the manufacturers recommendations. Contractor shall core drill existing masonry wall and install exhaust duct outside with exhaust vent cover and screen.
- B. Manufacturers:
1. Nederman Inc., Westland, MI
- C. Materials:
1. Exhaust fan to be N-Series, model N-16 by Nederman. Fan shall be single phase, 0.75 HP, 115/230 V, 60Hz with a max airflow of 750 cfm.
  2. Extraction Arm shall be 10ft length by Nederman, with appropriate ducting and mounting accessories. Contractor to provide automatic spring loaded butterfly damper with extraction arm.
    - a. Structure: The internal articulating support structure shall be assembled from rectangular and square extruded aluminum tube stock. The profile section between the swivel and first arm section shall be 2" x 1.25" x 0.11" thick. The upper and lower arm profiles shall be 1.35" x 1.35" x 0.07" thick. To provide proper arm balance and promote ease of operation a support spring shall be utilized on the first arm section. The support spring shall be rolled from 0.15" diameter spring steel. The mounting swivel assembly shall be 0.125" thick hi-grade cast aluminum with 360° rotation. The swivel gasket shall be made of PVC. The swivel assembly shall incorporate an adjustable vertical friction joint with a range of motion of 180°. An adjustable center elbow joint shall have a vertical range of motion of 230°. The articulating fume arm shall have an effective reach of 7ft. The arm shall include a bolt on duct connection flange. The duct connection flange shall be constructed of 22 gauge stamped steel with a black powder coat finish. A rubber gasket shall be
    - b. Flexible Hose: The blue external flexible hose shall be made of a woven glass fabric with an internal and external PVC lamination. The hose shall be supported by a spirally wound steel wire helix. The hose shall be capable of withstanding a maximum operating temperature of 160° F. The flexible hose shall be 6.25" diameter.
    - c. Integral Hood: The articulating arm shall, as a standard component, incorporate a capture hood. The capture hood shall be constructed of 0.10" thick polycarbonate plastic with a 10.5" x 14" flanged O.D. The hood shall incorporate a handle to permit easy mobility. The polycarbonate hood shall incorporate a polyamide damper. The damper blade shall be 0.10" thick. The damper shall be lockable, by means of a ratchet mechanism, in three different positions; 100% open, 50% open and fully closed. The hood shall have a flat bottom, which will allow it to be placed directly on a flat surface. The hood shall incorporate a four-way friction joint allowing a range of motion of 180° + 220°.
    - d. Friction Joints: All articulating joints shall incorporate friction discs and be adjustable for tension. Friction discs shall be made of an asbestos free brake lining material. All friction joints shall utilize hardware incorporating nylon lock nuts.
    - e. Mounting Bracket: A wall-mounting bracket shall be included with each articulating arm. The wall bracket shall be formed from 1.25" diameter x 0.095" thick tubular steel. The wall bracket shall be predrilled to match the bolt pattern of the arm.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify that substrate and conditions are ready to accept work of this section as required by the manufacturer.
- B. Beginning of installation means installer accepts existing substrate and conditions.

## 3.02 INSTALLATION

- A. Mount and install lime treatment system and accessories in accordance with manufacturer's installation instructions and approved shop drawings.

## 3.03 MANUFACTURER'S FIELD SERVICE

- A. Provide manufacturer's field services under provisions of Section 017500.
- B. Manufacturer shall provide a trained service technician for one day to verify proper installation, to start the system and to demonstrate operation of the feeder to the Owner's designated representatives.
- C. Schedule demonstration with the Owner.

## 3.04 PROTECTION

- A. Protect finished work under provisions of Section 015000.
- B. Protect system and equipment from damage until the project is accepted by the Owner.

## 3.05 SPARE PARTS

- A. The following spare parts shall be provided:
  - 1. One (1) standard manufacturer's preventative maintenance kit for each pump supplied.
  - 2. One (1) quart of pump lubricant.

**END OF SECTION 444459.13**

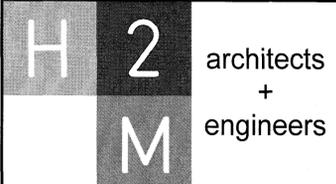
# Riverhead Water District

Town of Riverhead  
Suffolk County, New York

## Plant No. 4 Lime System Replacement

RDWD 1801

MARCH 2018



538 Broad Hollow Road, 4th Floor East  
Melville, NY 11747  
631.756.8000 • www.h2m.com



|                          |                     |                    |              |
|--------------------------|---------------------|--------------------|--------------|
| DESIGNED BY:<br>SLM      | DRAWN BY:<br>ACP    | CHECKED BY:        | REVIEWED BY: |
| PROJECT NO:<br>RDWD 1801 | DATE:<br>MARCH 2018 | SCALE:<br>AS SHOWN |              |

**Riverhead Water District**

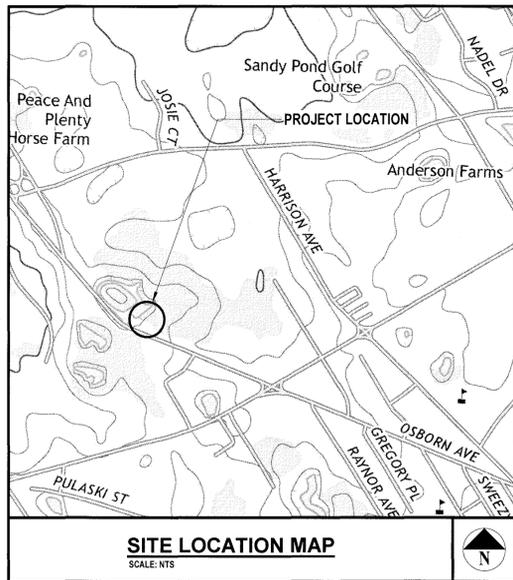
Plant No. 4 Lime System Replacement

1124 Osborn Avenue  
Riverhead, NY 11901

Dist:600 Sect:101 Block:03 Lot:001

STATUS: **FINAL BID DOCUMENT**

DRAWING No. **T0.0** SHEET No. **001** OF **005**



**TOWN SUPERVISOR**

Laura Jens-Smith

**TOWN COUNCIL**

Jodi Giglio  
Timothy Hubbard  
Catherine Kent  
James Wooten

**TOWN CLERK**

Diane Wilhelm

**SUPERINTENDENT**

Mark Conklin

**ASSISTANT SUPERINTENDENT**

Thomas Kruger

**PROJECT SHEET LIST**

| SHEET NUMBER | TITLE                                | SHEET NAME |
|--------------|--------------------------------------|------------|
| T0.0         | TITLE SHEET                          |            |
| SP1.0        | SITE PLAN AND GENERAL NOTES          |            |
| M1.0         | WELL HOUSE NO. 4 REMOVALS PLAN       |            |
| M2.0         | WELL HOUSE NO. 4 PROPOSED FLOOR PLAN |            |
| M3.0         | LIME TANK AND DETAILS                |            |

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