

architects + engineers

**CONTRACT AND SPECIFICATIONS**

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

**HOTEL INDIGO SEWER EXTENSION**

Project No: RDSD 06-03

**TOWN SUPERVISOR**

Laura Jens-Smith

**TOWN BOARD**

Jodi Giglio  
James Wooten  
Tim Hubbard  
Catherine Kent

**TOWN CLERK**

Diane M. Wilhelm

**SEWER DISTRICT SUPERINTENDENT**

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**NOVEMBER 2018**



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**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT**

**HOTEL INDIGO SEWER EXTENSION**

**CONTRACT NO. RDSD 0603**

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NOTICE TO BIDDERS

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

**HOTEL INDIGO SEWER EXTENSION**

**CONTRACT S - SEWER CONSTRUCTION**

**H2M PROJECT NO.: RDSD 0603**

for the Riverhead Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:30 AM prevailing time, on Wednesday December 19, 2018, at which time and place the bids will be publicly opened and read.

Plans and specifications may be examined on, or after, **Thursday, November 15, 2018** by visiting the Town of Riverhead website: [townofriverheadny.gov](http://townofriverheadny.gov) and click on "Bid Requests".

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

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

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

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

DIANE M. WILHELM, TOWN CLERK

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## 1. RECEIPT AND OPENING OF BIDS

Pursuant to Town Board Resolution, the Town of Riverhead invites bids on the forms herein provided for the HOTEL INDIGO SEWER EXTENSION, CONTRACT RDSD 0603: SEWER CONSTRUCTION, 200 Howell Avenue, Riverhead, New York, 11901, time, date and place indicated in the Notice to Bidders.

## 2. PLAN DEPOSITS

(a) Deposits for Plans and Specifications will be completely refunded to Bidders who return same in good condition within ten (10) days after receipt of bids. Bidders will receive one-half of the deposit amount for Plans and Specifications returned after ten (10) days and before thirty (30) days following the bid date. No deposit for Plans and Specifications will be refunded after thirty (30) days following the bid date.

(b) Deposits for Plans and Specifications will be completely refunded to non-bidders who return same in good condition within 48 hours of receipt of said Plans and Specifications. Non-bidders will receive one-half the deposit amount for Plans and Specifications returned in good condition within ten (10) days following the bid date. No deposit for Plans and Specifications will be refunded to non-bidders after ten (10) days following the bid date.

## 3. PLANS AND SPECIFICATIONS

Complete sets of Plans and Specifications for the inspection of prospective bidders will be found on file with the Town Clerk, Town of Riverhead, Town Hall, 200 Howell Avenue, Riverhead, New York, 11901 and at the office of H2M architects + engineers, 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, New York, 11747.

All contractors must leave their names, telephone numbers, fax numbers, and correct mailing addresses upon receipt of the Plans and Specifications.

## 4. VERBAL ANSWERS

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

## 5. EXAMINATION OF SITE

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

## 6. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the bidder. All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT HOTEL INDIGO SEWER EXTENSION, CONTRACT NO. RDSD 0603: SEWER CONSTRUCTION**", but otherwise unmarked. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the total or gross sum for which the bid is made. Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form or that contract irregularities of any kind may be rejected. In

case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.

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

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

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

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

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

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

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

## **7. BID SECURITY**

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

**8. QUALIFICATIONS OF BIDDERS**

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

**9. REJECTION OF BIDS**

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

**10. WITHDRAWAL OF BID**

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



**11. BIDDER'S RESPONSIBILITY**

- (A) The Bidder shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the plans and specifications, including all other expenses incidental thereto.
- (B) Bidders must examine the plans and specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the contract documents.
- (C) The contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Town.
- (D) Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also, whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after date of the Engineer's approval of the final payment request.
- (E) No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for extension of time.

**12. SIGNATURE OF CONTRACTOR**

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

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

**13. CONSTRUCTION TERMS AND CONDITIONS**

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

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

The successful bidder shall be required to furnish at the execution of the contract an executed bond of a surety company authorized to do business in the State of New York and approved by the Town Board, in an amount equal to 100% of the total amount of the contract, guaranteeing to the Board the faithful performance of the contract and payment of all claims for materials, labor and wages in connection therewith. Prior to the release of the Performance Bond, the Contractor shall deliver to the Town a Maintenance Bond equal to 100% of the total contract price, including all extras which shall remain in

effect for a period of one (1) year from the date of the Engineer's approval of the final payment request as a Guarantee Bond.

**15. FOREIGN CONTRACTORS**

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

**16. LIEN LAW**

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

**17. SUBCONTRACTORS AND SUPPLIERS**

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

**18. PENAL LAW**

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

Construction or blasting near pipe conveying combustible gas

No person shall discharge explosives in the ground, nor shall any person other than a state or county employee regularly engaged in the maintenance and repair thereof excavate in any then existing street, highway, or public place, unless notice thereof in writing shall have been given at least seventy-two (72) hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice, and further he shall ascertain whether there is within one hundred (100) feet in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred (200) feet of such discharge, any pipe of any other person, corporation or municipality conveying combustible gas, and if thereby any such pipe, he shall also give such notice to any other such person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health, or property it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonably possible, and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such manner as to avoid danger to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor.

**19. REFUSAL TO WAIVE IMMUNITY**

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

**20. ADDENDA AND INTERPRETATIONS**

Every request for information or interpretation of the Contract Documents or Drawings must be addressed in writing to Nicholas F. Bono, P.E., Associate, H2M architects + engineers, 538 4<sup>th</sup> Floor East, Broad Hollow Road, Melville, New York, 11747 and to be given any consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any such interpretations or supplemental instructions will be in the form of written addenda and will be mailed to all prospective bidders. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligations under his bid as submitted. Any addenda so issued shall become part of the Contract Documents.

**21. LIQUIDATED DAMAGES**

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

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

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending Section 1115(a) of the tax law, specifically paragraphs 15 and 16, political subdivisions, as described in subdivision (a) paragraph (L) of Section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 115 (a) (15) and (16).

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



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

**23. METHOD OF AWARD**

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

**24. TIME FOR COMMENCEMENT OF WORK**

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

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

**25. PAYMENT**

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

**26. NYS LABOR LAW**

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

**27. NYS WAGE RATES**

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

**PREVAILING WAGE RATES  
PRESENTED ON THE FOLLOWING PAGES**



**28. FEDERAL LABOR LAW**

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

**29. FEDERAL WAGE RATES**

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

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

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

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

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

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

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

**31. TERM OF CONTRACT**

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

**32. CERTIFIED PAYROLL RECORDS**

State of New York Department of Labor

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

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

## INSTRUCTIONS TO BIDDERS



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

This law took effect on November 9, 1997.

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





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

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

\_\_\_\_\_ of \_\_\_\_\_  
**Title** **Name of Firm Submitting Statement**

\_\_\_\_\_ for \_\_\_\_\_  
**Prime Contractor or Subcontractor** **Nature of Work**

at \_\_\_\_\_, located in \_\_\_\_\_  
**Name of Building work being done** **City and State**

under contract number \_\_\_\_\_  
**Government Contract No. (See No. 3 Below)**

that \_\_\_\_\_  
**State All Work or List the Specific Classes of Work**

was done personally by \_\_\_\_\_  
**Names of Person(s) Performing Work & Their Connection w/ Firm**

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

\_\_\_\_\_ to \_\_\_\_\_  
**Beginning Date** **Ending Date**

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

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

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

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



Date \_\_\_\_\_  
 I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full

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

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

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

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

(4) That:  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

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

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

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

State of New York Department of Labor

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

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

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

MUNICIPAL CORPORATION

TOWN OF RIVERHEAD  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901

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

AFFIDAVIT

Pursuant to Section 220-a of the Labor Law and Town of Riverhead Requirements

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

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

of \_\_\_\_\_ Contractor  
Name of Firm \_\_\_\_\_ Subcontractor

Project No.: \_\_\_\_\_ With: \_\_\_\_\_  
Contractor Name

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

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

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

Use additional sheet if necessary.

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

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

Use additional sheet if necessary

\_\_\_\_\_  
Signature

STATE OF NEW YORK

SS:

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared before me \_\_\_\_\_

\_\_\_\_\_ to me known and known to me who being by me duly sworn said that he is \_\_\_\_\_

(Officer)

of \_\_\_\_\_ the \_\_\_\_\_  
(Contractor or Subcontractor) (Corporation or Partnership)

for which he executed the foregoing statement, for and in behalf of the said \_\_\_\_\_  
\_\_\_\_\_ contractor; that he has read the said statement so signed by him and known to be the seal  
thereof and that the same is true and to his own knowledge.

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

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

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

INSTRUCTIONS TO BIDDERS



TOWN OF RIVERHEAD  
WAGE DISCLAIMER

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

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

TO: TOWN OF RIVERHEAD

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/>		SUBCONTRACTOR <input type="checkbox"/>		ADDRESS													
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION				PROJECT OR CONTRACTOR NO.											
(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	(4) DAY AND DATE				(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
			ST	TU	WE	TH				FR	SA	SU	FICA		WITH- HOLDING TAX	OTHER	TOTAL
OT	OT	HOURS WORKED EACH DAY							FICA	WITH- HOLDING TAX	OTHER	TOTAL	FICA	WITH- HOLDING TAX	OTHER	TOTAL	
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00
	\$ 0.00									\$0.00							\$0.00

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date \_\_\_\_\_  
 I \_\_\_\_\_ (Name of signatory party) \_\_\_\_\_ (Title)  
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
 \_\_\_\_\_ (Contractor or Subcontractor)

\_\_\_\_\_ , that during the payroll period commencing on the \_\_\_\_\_  
 day of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 all persons employed on said project have been paid the full weekly wages earned, that no  
 rebates have been or will be made either directly or indirectly to or on behalf of said

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

weekly wages earned by any person and that no deductions have been made either directly or  
 indirectly from the full wages earned by any person, other than permissible deductions as  
 defined in Articles 8 and 9 and described below:

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

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

(4) That:  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 - In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed  
 in the above referenced payroll, payments of fringe benefits as listed in the  
 contract have been or will be made to appropriate programs for the  
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

---

SIGNATURE

---

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR  
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

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

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

\_\_\_\_\_ of \_\_\_\_\_  
**Title** **Name of Firm Submitting Statement**

\_\_\_\_\_ for \_\_\_\_\_  
**Prime Contractor or Subcontractor** **Nature of Work**

at \_\_\_\_\_, located in \_\_\_\_\_  
**Name of Building work being done** **City and State**

under contract number \_\_\_\_\_  
**Government Contract No. (See No. 3 Below)**

that \_\_\_\_\_  
**State All Work or List the Specific Classes of Work**

was done personally by \_\_\_\_\_  
**Names of Person(s) Performing Work & Their Connection w/ Firm**

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

\_\_\_\_\_ to \_\_\_\_\_  
**Beginning Date** **Ending Date**

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

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

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

Section 10001 of Title 18 of the United State Code (Criminal Code and Criminal Procedures) shall apply to such statements – 72 Stat 887, 18 U.S.C., among other things, provides that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United State, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).





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

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

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

State of New York Department of Labor

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

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

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

MUNICIPAL CORPORATION

TOWN OF RIVERHEAD  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901

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

AFFIDAVIT

Pursuant to Section 220-a of the Labor Law and Town of Riverhead Requirements

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

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

of \_\_\_\_\_ Contractor

Name of Firm \_\_\_\_\_ Subcontractor

Project No.: \_\_\_\_\_ With: \_\_\_\_\_  
Contractor Name

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

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

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

Use additional sheet if necessary.

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

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

Use additional sheet if necessary

\_\_\_\_\_  
Signature

STATE OF NEW YORK

SS:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_

\_\_\_\_\_ to me known and known to me who being by me duly sworn said that he is \_\_\_\_\_

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

of \_\_\_\_\_ the \_\_\_\_\_  
(Contractor or Subcontractor) (Corporation or Partnership)

for which he executed the foregoing statement, for and in behalf of the said \_\_\_\_\_  
\_\_\_\_\_ contractor; that he has read the said statement so signed by him and known to be the seal  
thereof and that the same is true and to his own knowledge.

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

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

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

INSTRUCTIONS TO BIDDERS



TOWN OF RIVERHEAD  
WAGE DISCLAIMER

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

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

TO: TOWN OF RIVERHEAD

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Riverhead Sewer District  
Nicholas Bono, Discipline Engineer  
H2M Group  
538 Broad Hollow Road  
Melville NY 11747

Schedule Year 2017 through 2018  
Date Requested:  
PRC#

Location Hotel Indigo Sewer Extension  
Project ID# RDSD 0603  
Project Type Install new gravity sewer extension.

### 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.

# 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 Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 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, 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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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- 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.

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.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** **11/01/2018**

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

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

**WAGES**  
 Per Hour: 07/01/2018

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** **11/01/2018**

**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: 07/01/2018 01/01/2019

Boilermaker \$ 57.17 \$ 59.17  
 Repairs & Renovations \$ 57.17 \$ 59.17

**SUPPLEMENTAL BENEFITS**  
 Per Hour: 07/01/2018 01/01/2019  
 Boilermaker 32% of hourly 32% of hourly  
 Repair \$ Renovations Wage Paid Wage Paid  
 + \$ 25.32 + \$ 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)	07/01/2018	01/01/2019
	32% of Hourly Wage Paid Plus Amount Below	32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.37	\$ 19.38
2nd Term	20.22	20.24
3rd Term	21.06	21.08
4th Term	21.92	21.94
5th Term	22.77	22.79
6th Term	23.62	23.65
7th Term	24.46	24.49

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

4-5

**Carpenter**

**11/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Piledriver	\$ 53.63
Dockbuilder	\$ 53.63

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 50.62
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**OVERTIME PAY**

See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$21.45	\$26.82	\$34.86	\$42.90

Supplemental benefits per hour:

All Terms:	\$ 33.49
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8-1556 Db

**Carpenter** **11/01/2018**

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

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Carpet/Resilient  
Floor Coverer \$ 50.50

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 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

**Carpenter** **11/01/2018**

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

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Marine Construction:

Marine Diver \$ 67.94  
Marine Tender 48.24

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 50.62

**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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year	\$ 21.45
2nd year	26.82
3rd year	34.86
4th year	42.90

Supplemental Benefits  
Per Hour:

All terms \$ 33.49

8-1456MC

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**Carpenter**

**11/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Building

Millwright \$ 52.70

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 53.16

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.23	\$37.83	\$42.08	\$48.64

8-740.1

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**Carpenter**

**11/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Timberman \$ 49.10

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

\$ 49.92

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.  
Apprentices See (5,6,11,13,25)

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

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

1st	2nd	3rd	4th
\$19.64	\$24.55	\$31.92	\$39.28

Supplemental benefits per hour:

All terms \$ 33.14

8-1556 Tm

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**Carpenter**

**11/01/2018**

**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: 07/01/2018

Core Drilling:

Driller \$ 39.69

Driller Helper

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: 07/01/2018

Driller and Helper

\$ 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

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**Carpenter - Building / Heavy&Highway**

**11/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

Carpenter

(Building) \$ 49.38

Carpenter

(Heavy Highway) \$ 49.38

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Both Carpenter  
Categories \$ 32.11

**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
\$ 23.73	\$ 27.86	\$ 29.93	\$ 34.06

Supplemental Benefits

Per Hour:

All Terms: \$ 18.10

4-Reg.Council Nass/Suff

**Electrician**

**11/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

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: 07/01/2018

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** **11/01/2018**

**JOB DESCRIPTION** Electrician **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2018	10/27/2018
Electrician/Wireman	\$ 51.75	\$ 52.00
HVAC Controls	51.75	52.00
Fire Alarms	51.75	52.00

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2018	10/27/2018
Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$25.26	16% of Hourly Wage Paid + \$25.83

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:

	07/01/2018	10/27/2018
1st	3% + \$2.71	3% + \$2.71
2nd	8% + \$4.68	8% + \$4.68
3rd	9% + \$5.85	9% + \$5.85
4th	10% + \$7.99	10% + \$7.99
5th	13% + \$10.82	13% + \$10.82
6th	14% + \$17.08	14% + \$17.08

NOTE: Percentages are on "Hourly Wage Paid"

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

**Electrician** **11/01/2018**

**JOB DESCRIPTION** Electrician **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2018	04/27/2019
Telephone and Intergrated Tele-Data System Electrician	\$ 37.48	\$ 37.83

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	16% of

Hourly Wage  
 Paid + \$18.49

Hourly Wage  
 Paid + \$19.01

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**

**11/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2018	03/30/2019
Electrician		
Electrical Maintenance	\$ 43.20	\$ 43.70
Traffic Signal	\$ 44.10	\$ 44.60

"PLEASE NOTE"

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician	12% of Hourly Wage Paid + \$17.61	12% of Hourly Wage Paid + \$18.37
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits:

	07/01/2018	03/30/2019
1st	3% + \$3.50	3% + \$3.50
2nd	8% + \$4.04	8% + \$4.04
3rd	9% + \$5.05	9% + \$5.05
4th	10% + \$ 6.81	10% + \$ 6.81
5th	11% + \$10.76	11% + \$10.76
6th	12% + \$13.86	12% + \$13.86

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

**Electrician** **11/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

Electrician

Pump & Tank \$ 41.65

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician

Pump & Tank 65.25%  
 of \*Wage  
 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 \$ 12.50

2nd Term \$ 14.58

3rd Term \$ 16.66

4th Term \$ 18.74

5th Term \$ 24.99

6th Term \$ 29.16

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Terms 65.25%  
 of \*Wage  
 Paid

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

**Electrician Lineman** **11/01/2018**

**JOB DESCRIPTION** Electrician Lineman

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction:

Per Hour: 07/01/2018 04/01/2019

Lineman/Splicer \$ 55.60 \$ 57.41

Material Man 48.37 49.95

Heavy Equip. Operator 44.48 45.93

Groundman 33.36 34.45

Flagman 25.02 25.83

For Natural Gasline Construction:

Per Hour: 07/01/2018 06/01/2019

Journeyman U.G.Mech. \$ 46.99 \$48.52

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:

	07/01/2018	04/01/2019
All Classifications	32% of Hourly Wage Paid + \$ 12.43	32% of Hourly Wage Paid + \$ 13.09

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

Natural Gasline Construction:

Per Hour:

	07/01/2018	06/01/2019
Journeyman U.G.Mech.	26.0% of Hourly Wage Paid + \$12.62	27% of Hourly Wage Paid + \$13.28

**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:	07/01/2018	04/01/2019
All Terms	31% of Hourly Wage Paid + \$12.43	31% of Hourly Wage Paid + \$13.09

4-1049 Line/Gas

**Elevator Constructor**

**11/01/2018**

**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:

	07/01/2018
Elevator Constructor	\$ 64.48
Modernization & Service/Repair	50.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor	\$ 39.922
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Modernization & Service/Repair 38.966

**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	\$ 32.04
2nd Term	32.80
3rd Term	34.038
4th Term	35.277

Modernization & Service/Repair

1st Term	\$ 31.965
2nd Term	32.406
3rd Term	33.578
4th Term	34.745

4-1

**Glazier**

**11/01/2018**

**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:	07/01/2018	11/01/2018
Glazier	\$ 54.75	+ additional
*Scaffolding	55.75	\$ 1.25
Glass Tinting & Window Film	28.16	
**Repair & Maintenance	28.16	

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

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 32.39
Glass tinting & Window Film	18.64
Repair & Maintenance	18.64

**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:

	07/01/2018	11/01/2018
		TBD
1st term	\$ 18.54	
2nd term	26.84	
3rd term	32.45	
4th term	43.57	

Supplemental Benefits:

(Per hour)

1st term	\$ 15.76
2nd term	21.61
3rd term	23.81
4th term	27.96

8-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**11/01/2018**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2018	01/01/2019
Insulators		
Heat & Frost	\$ 67.11	Additional \$1.25 to be allocated

**SUPPLEMENTAL BENEFITS**

Per Hour:

Insulators	\$ 33.56
Heat & Frost	

**OVERTIME PAY**

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

\* 8th Hour paid at time and one half

\*\* Triple time for Labor Day (If worked)

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages:

1 year terms Per Hour:

Hired prior to 08/21/2017	1st	2nd	3rd	4th
	\$26.84	\$33.55	\$40.27	\$50.33
Hired after 8/21/2017				
	\$23.49	\$30.20	\$36.91	\$43.62

Supplemental Benefits:

Hired prior to 08/21/2017	\$13.42	\$16.78	\$20.14	\$25.17
Hired after 08/21/2017	\$11.75	\$15.10	\$18.45	\$21.81

**Ironworker** **11/01/2018**

**JOB DESCRIPTION** Ironworker **DISTRICT 9**

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

**WAGES**  
 Per Hour: 07/01/2018

Ironworker Rigger \$ 62.84

Ironworker Stone  
 Derrickman \$ 62.84

**SUPPLEMENTAL BENEFITS**  
 Per hour: \$ 39.79

**OVERTIME PAY**  
 See (B, D1, \*E, Q, \*\*V) on OVERTIME PAGE  
 \*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.  
 \*\* Benefits same premium as wages on Holidays only

**HOLIDAY**  
 Paid: See (18) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE  
 \*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**  
 Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2018	\$31.42	\$31.42	\$44.54	\$43.07	\$54.41	\$54.41

Supplemental benefits:

Per hour:	\$19.97	\$19.97	\$30.02	\$30.02	\$30.02	\$30.02
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9-197D/R

**Ironworker** **11/01/2018**

**JOB DESCRIPTION** Ironworker **DISTRICT 4**

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

**WAGES**  
 Per Hour: 07/01/2018 01/01/2019

Ornamental \$44.65 \$1.25/hr.  
 Chain Link Fence 44.65 to be Allocated  
 Guide Rail 44.65

**SUPPLEMENTAL BENEFITS**  
 Per hour:  
 Journeyworker: \$ 54.05

**OVERTIME PAY**  
 See (B, B1, E2, Q, V) on OVERTIME PAGE

**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:

1st Term	\$ 41.37
2nd Term	42.67
3rd Term	43.91

4th Term	46.44
5th Term	48.98

4-580-Or

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**Ironworker** **11/01/2018**

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**JOB DESCRIPTION** Ironworker **DISTRICT 4**

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

**WAGES**  
 PER HOUR:

	07/01/2018	01/01/2019	07/01/2019
Ironworker:		Additional	Additional
Structural	\$ 50.70	\$1.82/Hr.	\$1.93/Hr.
Bridges		to be allocated	to be allocated
Machinery			

**SUPPLEMENTAL BENEFITS**  
 PER HOUR:

Journeyman	\$ 73.93
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**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	\$ 26.44
2nd	27.04
3rd - 6th	27.65

Supplemental Benefits  
 PER HOUR:

All Terms	52.68
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4-40/361-Str

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**Ironworker** **11/01/2018**

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**JOB DESCRIPTION** Ironworker **DISTRICT 4**

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

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

**WAGES**  
 Per hour:

	07/01/2018	07/01/2019
Reinforcing & Metal Lathing	\$ 56.28	\$ 2.00/Hr. to be Allocated
"Basic" Wage	\$ 54.65**	

\*\*Overtime to be calculated on "Basic" wage

**SUPPLEMENTAL BENEFITS**  
 Per hour:

Reinforcing & Metal Lathing	\$ 35.30
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**OVERTIME PAY**  
 See (B, E, Q, \*X) on OVERTIME PAGE  
 \*Only \$22.00 per Hour for non worked hours

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st term	2nd term	3rd term	4th Term
\$ 26.38	\$ 30.38	\$ 35.38	\$ 37.38

SUPPLEMENTAL BENIFITS  
 Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 15.37	\$ 17.37	\$ 19.33	\$ 20.33

4-46Reinf

**Laborer - Building** **11/01/2018**

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

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

WAGES  
 Per Hour: 07/01/2018

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** **11/01/2018**

**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:**

	07/01/2018	06/01/2019
GROUP # 1		
Total Wage Paid	\$ 51.43	Additional
"Base Wage"	44.68	\$ 2.45
GROUP # 2		
Total Wage Paid	\$ 50.11	Additional
"Base Wage"	43.36	\$ 2.45
GROUP # 3		
Total Wage Paid	\$ 46.10	Additional
"Base Wage"	39.35	\$ 2.29

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$6.75 is difference between "Base" and "Total"

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL GROUPS \$ 29.87

After Forty (40)paid hours in a work week

OVERTIME PAY \$ 18.74

**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: \$39.35 X Time and One Half = \$59.02 + \$6.75 = \$65.77

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 \$ 29.87

After Forty(40) paid hours in a work Week

\$ 18.74

4-1298

**Mason**

**11/01/2018**

**JOB DESCRIPTION** Mason

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Brick/Blocklayer \$ 61.12

**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

**Mason - Building**

**11/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Building:

07/01/2018

Wages per hour:

Mosaic & Terrazzo Mechanic	\$ 52.46
Mosaic & Terrazzo Finisher	\$ 50.86

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic	\$ 34.06
Mosaic & Terrazzo Finisher	\$ 34.04

**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
07/01/2018	\$ 26.23	\$ 28.85	\$ 31.48	\$ 34.10	\$ 36.72	\$ 39.35	\$ 44.59	\$ 49.84

Supplemental benefits per hour:

07/01/2018	\$ 17.05	\$ 18.74	\$ 20.43	\$ 22.15	\$ 23.85	\$ 25.55	\$ 28.96	\$ 32.37 9-7/3
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**Mason - Building**

**11/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc \$ 40.99

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 26.59

**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:

2701 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2018	\$28.63	\$32.75	\$36.87	\$40.99

Supplemental Benefits Per Hour:

07/01/2018	\$ 24.24	\$ 25.02	\$ 25.81	\$ 26.59
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9-7/24-MP

**Mason - Building**

**11/01/2018**

**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: 07/01/2018

Marble Cutters & Setters \$ 58.63

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 36.12

**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:

7500 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6751	6751- 7500

07/01/2018

\$23.34	\$26.29	\$29.22	\$32.16	\$35.11	\$38.05	\$40.98	\$43.93	\$49.82	\$55.68
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Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$25.69	\$26.55	\$27.44	\$28.30	\$29.16	\$30.03	\$30.91	\$31.77	\$33.50	\$35.26 9-7/4

**Mason - Building**

**11/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Marble, Stone, etc.

Maintenance Finishers: \$ 22.77

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: \$ 13.24

**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 following percentage of journeyman"s wage rate: 07/01/2018

1st term	\$15.90
2nd term	\$16.82
3rd term	\$17.73
4th term	\$18.65
5th term	\$20.02
6th term	\$21.85
7th term	\$22.77

Supplemental Benefits:

Per hour:

1st term	\$ 13.14
2nd term	\$ 13.15
3rd term	\$ 13.17
4th term	\$ 13.18
5th term	\$ 13.20
6th term	\$ 13.20
7th term	\$ 13.24

9-7/24M-MF

**Mason - Building**

**11/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Tile Setters \$ 56.13

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 33.29

**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
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
	\$29.13	\$33.57	\$36.69	\$40.13	\$43.77	\$47.22	\$50.15	\$53.93

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 15.70	\$ 15.75	\$ 17.70	\$ 18.15	\$ 18.98	\$ 20.03	\$ 21.57	\$ 26.76

9-7/52A

**Mason - Building**

**11/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Tile Finisher \$ 43.36

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 28.99

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

**Mason - Building / Heavy&Highway**

**11/01/2018**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Marble-Finisher \$ 46.76

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
per hour

Marble- Finisher \$ 33.93

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

9-7/20-MF

**Mason - Building / Heavy&Highway**

**11/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018  
Cement Mason \$ 51.97

**SUPPLEMENTAL BENEFITS**

Per Hour:

Cement Mason \$ 33.71  
Overtime Rate\* \$ 54.42

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplement Benefits per hour paid:

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

4-780

**Mason - Building / Heavy&Highway**

**11/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per Hour: 07/01/2018

Stone Setter \$ 64.42

Stone Tender \$ 44.89

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (\*18) on HOLIDAY PAGE

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

Paid: \*Must work first 1/2.

**REGISTERED APPRENTICES**

Per Hour:

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

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

Supplemental Benefits:

All Apprentices \$ 20.44

4-1Stn

**Mason - Heavy&Highway**

**11/01/2018**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Pointer, Caulkers & Cleaners \$ 53.67

**SUPPLEMENTAL BENEFITS**

Per Hour:

Pointer, Cleaners & Caulkers \$ 27.14

**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
\$ 26.36	\$ 29.42	\$ 34.80	\$ 41.93

Apprentices Supplemental Benefits:  
 (per hour paid)

\$ 14.30	\$ 18.24	\$ 20.99	\$ 21.99
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4-1PCC

**Operating Engineer - Building**

**11/01/2018**

**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 and 114,999lbs and under).

**CLASS "A":**

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

**CLASS "B":**

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

07/01/2018

Class "AA" \$ 75.40  
 Cranes: Boom length over 100 feet add \$ 1.00 per hour  
 " " " 150 " " \$ 1.50 " "  
 " " " 250 " " \$ 2.00 " "  
 " " " 350 " " \$ 3.00 " "

Class "A" \$ 62.53  
 Add \$3.50 for Hazardous Waste Work

Class "B" \$ 59.27  
 Add \$2.50 for Hazardous Waste Work

Class "C" \$ 57.09  
 Add \$1.50 for Hazardous Waste Work

Class "D" \$ 42.98  
 Add \$1.00 for Hazardous Waste Work

Class "E" \$ 41.03

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes \$ 37.80  
 Overtime Rate 32.35

**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	\$ 21.94
2nd Term	22.80
3rd Term	23.48

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

**Operating Engineer - Building / Heavy&Highway** **11/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018 08/01/2018

Well Driller \$ 36.07 \$ 37.33

Well Driller Helper \$ 31.39 \$ 32.49

Hazardous Waste Differential  
 Added to Hourly Wage:

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

Monitoring Well Work  
 Add to Hourly Wage:

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018 08/01/2018

Well Driller & Helper 10% of straight time rate plus \$ 12.20 10% of straight time rate plus \$ 12.20

Additional \$ 4.00 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: 07/01/2018 08/01/2018

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

**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**

**11/01/2018**

**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: 07/01/2018  
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**

**11/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

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

CLASS "A":

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

**CLASS "B":**

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

07/01/2018

Class "AA" \$ 74.69  
Cranes: Boom Length over 100 feet add \$ 1.00 per hour  
" " " 150 " " \$ 1.50 " "  
" " " 250 " " \$ 2.00 " "  
" " " 350 " " \$ 3.00 " "

Class "A" \$ 66.00\*  
\*Add \$3.50 for Hazardous Waste Work.

Class "B" \$ 61.00\*  
\*Add \$2.50 for Hazardous Waste Work.

Class "C" \$ 59.37\*  
\*Add \$1.50 for Hazardous Waste Work

Class "D" \$ 44.88  
\*Add \$1.00 for Hazardous Waste Work

Class "E" \$ 42.92

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL CLASSES \$ 38.05

Note: OVERTIME AMOUNT \$ 32.35

**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	\$ 21.94
2nd Term	22.80
3rd Term	23.48

**SUPPLEMENTAL BENEFITS:**

APPRENTICES	\$ 15.64
Note: Overtime Amount	\$ 5.60

4-138

**Operating Engineer - Marine Dredging**

**11/01/2018**

**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 07/01/2018

**CLASS A**

Operator, Leverman, \$ 38.18  
 Lead Dredgeman

**CLASS A1**

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

**CLASS B**

Barge Operator \$ 33.02

Spider/Spill  
 Tug Operator(over1000hp),  
 OperatorII, Fill Placer,  
 Derrick Operator, Engineer,  
 Chief Mate, Electrician,  
 Chief Welder,  
 Maintenance Engineer

Certified Welder, \$ 31.09  
 Boat Operator(licensed)

**CLASS C**

Drag Barge Operator, \$ 30.24

Steward, Mate,  
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 29.26

**CLASS D**

Shoreman, Deckhand, \$ 24.30

Rodman, Scowman, Cook,  
 Messman, Porter/Janitor

Oiler(please add)\$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:  
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B                    07/01/2018  
   \$11.23 plus 8%  
   of straight time  
   wage, Overtime hours  
   add \$ 0.63

All Class C                            \$10.93 plus 8%  
   of straight time  
   wage, Overtime hours  
   add \$ 0.48

All Class D                            \$10.63 plus 8%  
   of straight time  
   wage, Overtime hours  
   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** **11/01/2018**

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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:                                    07/01/2018  
Survey Classifications

Party Chief                                    \$ 43.10  
Instrument Man                                36.01  
Rodman                                         31.54

**SUPPLEMENTAL BENEFITS**  
Per Hour:

All Crew Members:                         \$ 18.50

**OVERTIME PAY**  
OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.  
\*Doubletime paid on the 9th hour on Saturday.

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

9-15dconsult

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**Operating Engineer - Trenchless Pipe Rehab** **11/01/2018**

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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:	07/01/2018 (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**

**11/01/2018**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2018
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:	07/01/2018
Paperhanger	\$ 28.19
All others	26.72
Premium	29.22**

\*\*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:	07/01/2018
Apr 1st term...	\$ 17.85*
Apr 2nd term...	23.26*
Apr 3rd term...	28.14*
Apr 4th term...	37.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2018
Appr 1st term...	\$ 13.81
Appr 2nd term...	16.82
Appr 3rd term...	19.42
Appr 4th term...	24.56

8-NYDC9-B/S

**Painter**

**11/01/2018**

**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:	07/01/2018
Drywall Taper	\$ 46.85*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2018
Journeyman	\$ 26.72

**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:	07/01/2018
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1500 hour terms at the following wage rate:

1st term	\$ 17.85*
2nd term	\$ 23.26*
3rd term	\$ 28.14*
4th term	\$ 37.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 13.81
2nd year	\$ 16.82
3rd year	\$ 19.42
4th year	\$ 24.56

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**11/01/2018**

**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:		
STEEL:		
Bridge Painting:	07/01/2018	10/01/2018

\$ 49.50	\$ 49.50
+ 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:

Journeyworker:	07/01/2018	10/01/2018
	\$ 8.25	\$ 9.50
	+ 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:

Apprentices: (1) year terms

	07/01/2018	10/01/2018
1st year	\$ 22.65	\$ 23.13
2nd year	33.98	34.73
3rd year	45.30	46.30

Supplemental Benefits - Per hour:

1st year	\$ 12.76	\$ 13.44
2nd year	19.14	20.16
3rd year	25.52	26.88

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**11/01/2018**

**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):	07/01/2018
Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

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: 07/01/2018  
 Journeyworker:

Striping-Machine operator \$ 7.44  
 Linerman Thermoplastic \$ 7.44

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:  
 07/01/2018  
 1st term \$ 11.97  
 2nd term 17.96  
 3rd term 23.94

Supplemental Benefits per hour:

1st term \$ 7.44  
 2nd term 7.44  
 3rd term 7.44

8-1456-LS

**Painter - Metal Polisher**

**11/01/2018**

**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**

07/01/2018  
 Metal Polisher \$ 30.58  
 Metal Polisher\* 31.53  
 Metal Polisher\*\* 34.08

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

Journeyworker:  
 All classification \$ 7.72

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

	07/01/2018	01/01/2019
1st year	\$ 13.00	\$ 15.00
2nd year	13.00	15.00
3rd year	15.75	15.75

1st year*	\$ 15.39	\$ 17.39
2nd year*	15.44	17.44
3rd year*	16.29	18.29

1st year**	\$ 17.50	19.50
2nd year**	17.50	19.50
3rd year**	18.25	20.25

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 5.52	\$ 5.52
2nd year	5.52	5.52
3rd year	5.52	5.52

8-8A/28A-MP

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**Plasterer** **11/01/2018**

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**JOB DESCRIPTION** Plasterer

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

	07/01/2018	08/01/2018
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 45.58	\$ 45.58

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 26.27	\$ 26.52
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages:

(per hour)

800 hours term:

	07/01/2018	08/1/2018
1st term	\$18.33	\$18.33
2nd term	\$20.62	\$20.62
3rd term	\$25.21	\$25.21
4th term	\$27.50	\$27.50
5th term	\$32.08	\$32.08
6th term	\$34.37	\$34.37

Supplemental Benefits:

(per hour):

(800) hours term:

	07/01/2018	08/01/2018
1st term	\$ 13.83	\$ 13.88
2nd term	\$ 14.31	\$ 14.36
3rd term	\$ 16.28	\$ 16.44
4th term	\$ 17.36	\$ 17.53
5th term	\$ 19.53	\$ 19.72
6th term	\$ 20.61	\$ 20.81

9-262

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**Plumber** **11/01/2018**

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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

Plumber/

PUMP & TANK \$ 44.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 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	\$15.06
2nd Term	\$15.70
3rd Term	\$16.52
4th Term	\$17.40
5th Term	\$20.13

4-200 Pump & Tank

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**Plumber**

**11/01/2018**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

Plumber

MAINTENANCE ONLY \$ 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 \$ 15.65

**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

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**Plumber**

**11/01/2018**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2018	11/01/2018	05/01/2019
Plumber	\$ 52.48	\$ 52.48	\$52.48

**SUPPLEMENTAL BENEFITS**

Per Hour:			
Plumber	\$ 41.48	\$ 41.98	\$ 42.98

**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:

	07/01/2018	11/01/2018	05/01/2019
1st Term	\$ 27.96	\$ 28.46	\$ 29.46
2nd Term	30.27	30.77	31.77
3rd Term	31.64	32.14	34.14
4th Term	33.13	33.63	34.63
5th Term	34.71	35.21	36.21

4-200

**Roofer**

**11/01/2018**

**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour	07/01/2018	05/01/2019
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ROOFER/Waterproofeer

Total Wage to be Paid	\$ 45.00	\$1.50 Per Hour to be allocated
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"Base" Wage 41.00\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:	
ROOFER/Waterproofeer	\$ 32.12

**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: \$41.00 x time and one half = \$61.50 + \$4.00 = \$65.50)

**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:

07/01/2018

1st Term	\$ 9.08
2nd Term	11.22
3rd Term	22.69
4th Term	25.85

4-154

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**Sheetmetal Worker** **11/01/2018**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018 08/01/2018

Sign Erector \$ 47.67 Additional \$1.95/hr.

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018 08/01/2018

Sign Erector \$ 44.44 Additional \$1.64/hr

**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
\$13.11	\$14.85	\$16.59	\$18.34	\$25.56	\$27.80	\$30.76	\$33.07	\$35.36	\$37.65

4-137-SE

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**Sheetmetal Worker** **11/01/2018**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Sheetmetal Worker \$ 53.22

Temporary Operation or  
 Maintenance of Fans 42.58

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Sheetmetal Worker

Maintenance Worker \$ 45.04  
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

**Steamfitter**

**11/01/2018**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

AC Service/Heat Service \$ 41.50  
Steamfitter Maintenance

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.  
Refrigeration Compressor installation.  
Air Condition / Heating Compressor installation up to 15hp (combined).

**SUPPLEMENTAL BENEFITS**

Per Hour

AC Service/Heat Service \$ 13.50  
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**

**11/01/2018**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018 12/26/2018

Sprinkler/Steam \$64.06 \$0.75/hr.  
 Fitter to be Allocated

Temporary \$48.70  
 Heat & AC  
 Fitter

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sprinkler/Steam \$ 49.18  
 Fitter

Temporary \$ 40.23  
 Heat & AC  
 Fitter

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

**OVERTIME PAY**

See (C, \*D, O, \*\*V) on OVERTIME PAGE  
 (D\*) Only for Temporary Heat & AC Fitter.

(V\*\*) Benefit Amount to be paid:

Sprinkler/Steam \$75.30  
 Temp Heat/AC \$57.60

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 25.66	\$ 32.07	\$ 41.66	\$ 51.26	\$ 54.46

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 20.20	\$ 24.04	\$ 32.28	\$ 39.52	\$ 41.94
Premium Time Amounts:				
\$30.12	\$37.66	\$48.96	\$60.24	\$64.02

4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

**11/01/2018**

**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

Asphalt Delivery	07/01/2018
	\$ 37.545

Light Construction Work:

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

**TRUCK DRIVER**

Asphalt Delivery 07/01/2018  
\$ 32.16

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work  
**TRUCK DRIVER**

Asphalt Delivery 07/01/2018  
\$ 46.6825

Light Construction Work  
**TRUCK DRIVER**

Asphalt Delivery 07/01/2018  
\$ 13.05

**OVERTIME PAY**

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

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

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**Teamster - Building**

**11/01/2018**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2018  
Trailers \$ 33.61\*  
Straight Jobs \$ 33.31\*

\* Plus an additional \$2.14/hr. to be allocated

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications

07/01/2018  
\$ 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**

**11/01/2018**

**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**

Concrete Delivery 07/01/2018  
\$ 39.775

**Light Construction Work:**

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

**TRUCK DRIVER**

Concrete Delivery 07/01/2018  
\$ 35.705

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work 07/01/2018  
Concrete Delivery \$ 42.665

Light Construction Work 07/01/2018  
Concrete Delivery \$ 14.83

**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**

**11/01/2018**

**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.

Site Excavating 07/01/2018  
(Chauffeurs) \$ 38.155

**Light Construction Work:**

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating 07/01/2018  
(Chauffeurs) \$ 33.66

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

Heavy Construction Work  
Chauffeurs \$ 46.0725

Light Construction Work  
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**

**11/01/2018**

**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 07/01/2018

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

**Suffolk County Residential**

**Carpenter - Residential** **11/01/2018**

**JOB DESCRIPTION** Carpenter - Residential **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018  
Carpenter  
(Residential) \$ 39.53

\*\*\*NOTE: Construction, Re-Construction, Alterations and Repairs of all residential units on housing, whether singular or multiple, condominiums, town houses and walk-up garden apartments not to exceed four (4) stories (four stories shall be above ground level and shall not include the building's basement nor unfinished attic space). Receiving, fastening and putting in place all modular units when used for construction of the above referenced units, regardless of from what material they are made of, such as wood, masonry, metal or plastic. Hi-Rise apartments, Motels, Nursing Homes and other Institutional type living facilities are not covered under Residential Construction.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Carpenter  
(Residential) \$ 25.70

**OVERTIME PAY**

See (B2, J) 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:

1st Yr \$ 18.70  
2nd Yr \$ 27.25  
3rd Yr \$ 29.32  
4th Yr \$ 33.45

Supplemental Benefits per hour:

Apprentice(s) \$ 14.20

4-Reg Council Nass/Suff-r

**Electrician - Residential** **11/01/2018**

**JOB DESCRIPTION** Electrician - Residential **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018  
Electrician/  
Residential Wireman \$ 28.65

**"PLEASE NOTE"**

Shall apply to wiring of all Single or Multiple Family Dwellings and Apartment Buildings up to (3) stories.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician 13% of Hourly  
Wage Paid +  
\$ 11.99

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

**OVERTIME PAY**

See (B, E2, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

One(1) Year Term(s) at the Following Percentage  
of Journeyman(s) Wage:

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

Supplemental Benefits per hour:

07/01/2018

Apprentices  
ALL TERMS 3% of Hourly  
Wage Paid +  
\$ 8.53

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

4-25resd

**Plumber - Residential**

**11/01/2018**

**JOB DESCRIPTION** Plumber - Residential

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

PER HOUR:

07/01/2018

Plumber  
Residential \$ 30.80

(NOTE) Only to be used for One, Two or Multiple Family Dwellings  
Two Floors or less and no Communal Kitchens or Medical Facilities.

**SUPPLEMENTAL BENEFITS**

PER HOUR:

Plumber  
Residential \$ 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-PLUM200RT

## 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.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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





PROPOSAL



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

For all work included under the following contract: HOTEL INDIGO SEWER EXTENSION, CONTRACT NO. RDSD 0603, SEWER CONSTRUCTION.

Made this \_\_\_\_ day of \_\_\_\_\_, 201\_, by

\_\_\_\_\_

(BIDDER'S NAME)

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

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



TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT
HOTEL INDIGO SEWER EXTENSION
CONTRACT No. RDSD 0603

Gentlemen:

The undersigned hereby offers to furnish all labor, equipment, materials, and appurtenances for the Hotel Indigo Sanitary Extension, Contract S: Sewer Construction all in accordance with the plans and specifications prepared by H2M architects + engineers

ITEM 1

Furnish and Install all labor, equipment, materials and appurtenances to install a new gravity sewer main for the Hotel Indigo Sewer Extension including the abandonment of the existing onsite sanitary disposal systems located along the sewer extension easement route on the Tanger Outlets property in accordance with the plans and specifications prepared by H2M architects + engineers, including but not limited to, costs for pipe, pipe materials, joints, lateral connections, cast-in-place concrete, pipe installation, manhole installation, excavation and backfill, including transmission of water, compaction, leak testing, all shoring, sheeting and bracing, offsite disposal of surplus materials, and all work incidental thereto and necessary therefore.

LUMP SUM PRICE (In Words) (\$) (In Numerals)

ITEM 2

Testing Allowance:

TOTAL Five Thousand Dollars and Zero Cents (\$5,000.00) (In Words) (In Numerals)

ITEM 3

Utility Relocation Allowance:

TOTAL Ten Thousand Dollars and Zero Cents (\$10,000.00) (In Words) (In Numerals)

TOTAL PRICE BID SUM OF ITEMS 1, 2 AND 3:

For all work shown, specified and described in the Contract Documents, for the Hotel Indigo Sewer Extension, Contract No. RDSD 0603, Sewer Construction for the Town of Riverhead, on behalf of the Riverhead Sewer District, complete and ready for operation, for the Total Bid Price for Items 1, 2 and 3:

Dollars and Cents. (IN WORDS)

( IN NUMERALS)

NOTE: THIS FORM MUST BE COMPLETED BY BIDDER

---

ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS AND INCLUDED IN THE BID SHALL BE COMPLETED WITHIN ONE HUNDRED FIFTEEN (180) CONSECUTIVE CALENDAR DAYS (SATURDAYS, SUNDAYS AND HOLIDAYS INCLUDED) STARTING TEN DAYS AFTER THE DATE THE OWNER EXECUTED THE CONTRACT. THE COMPLETION DATE WILL BE SET IN THE NOTICE TO PROCEED.

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

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

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

---

**EXCESS COSTS FOR ENGINEERING & INSPECTION**

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

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

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

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

PROPOSAL



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

---

( Print Name )

---

( Signature )

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



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

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

Signature of person, firm or corporation making this proposal:

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

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

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

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

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

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

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



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

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

**PROPOSAL CERTIFICATION**

THIS BID IS HEREBY SUBMITTED BY:

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

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

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

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

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

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

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

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

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

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

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



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

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

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within fourteen (14) days after due notice from the Town Board that the Contract has been awarded to it and is ready for signature, as given in accordance with the Information for Bidders and/or its failure to execute and deliver the bond for the full amount of the Contract price, as provided in said Information for Bidders, the Bidder's check or bid bond which is herewith deposited with the Town Board shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

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

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

NAME OF BIDDER:

BUSINESS ADDRESS OF BIDDER:

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

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

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

The Form of Bid Bond shall be AIA Document A310.

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

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



NON-COLLUSIVE BIDDING CERTIFICATE

As per Chapter 751 of the Laws of 1965, an amendment to the General Municipal Law sponsored by the New York State Department of Law, all bids, proposals and contracts awarded or accepted by a municipality must contain a statement of non-collusion. By submission of this bid or proposal, the bidder certifies that:

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

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

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

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

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



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

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

(Seal of Corporation)

\_\_\_\_\_  
Secretary

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

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

(Bidder's Seal)

NOTES:

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







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

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

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

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

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

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



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

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

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

) ss.:

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

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

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

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

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

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

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

\*Cross out phrase not appropriate.

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

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

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

The District may make such investigations as the District deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work. Bidders shall furnish to the District all information and data required by the District, including complete financial data, within the time and in the form and manner required by the District. The District reserves the right to reject any bid if the evidence required by the District is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the District that the Bidder is responsible or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

**At the discretion of the District, the Bidder may be required to complete and submit the enclosed New York State Vendor Responsibility Questionnaire to assist in determining the Bidder's qualifications. If requested, it shall be submitted within five (5) working days from notice.**

*The bidder shall complete the following list. The list shall include projects of similar size and nature (i.e. length of pipe liner installation, prime contract dollar amount) and type (i.e. municipal wastewater force main and gravity sewer work in various road right-of-ways). The list of projects shall demonstrate the Bidder's experience with construction methods, and construction procedures. The list shall only include projects which have been completed by the Bidder as the prime contractor, and which have been in operation for a period of not less than one year. A minimum of three such projects shall be provided. List a minimum of three (3) gravity sewer pipe installations.*

QUALIFICATIONS OF BIDDERS



**Project No. 1** (This project must show the bidder's experience with SCDPW Highways).

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

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

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

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

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

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

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

**Project No. 2** (This project must show the bidder's experience with gravity sewer pipe extensions)

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

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

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

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

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

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

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

**Project No. 3** (This project must show the bidder's experience with gravity sewer pipe extensions)

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

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

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

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

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

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

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



**Project No. 4**

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

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

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

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

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

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

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

**Project No. 5**

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

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

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

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

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

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

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

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

QUALIFICATIONS OF BIDDERS



**BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### COMPLETION & CERTIFICATION

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

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

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

### DEFINITIONS

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

### RESPONSES

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

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone 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> (LLC or PLLC)	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 <u>Business Entity Official</u> ; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (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 (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable ( <i>enter N/A, if not applicable</i> ):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-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:*

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: <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:*

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

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

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

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>		
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 ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
9.7 Attach <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> . (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



**RIVERHEAD SEWER DISTRICT**

**TOWN OF RIVERHEAD**

**NEW YORK**

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

**Subcontractor Name:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

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

LIST OF SUBCONTRACTORS



**Subcontractor Name:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OF SUBCONTRACTORS



**Subcontractor Name:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>
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**Subcontractor Name:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

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

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**1. CONTRACT DOCUMENTS AND DEFINITIONS**

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

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

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

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

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

**2. SCOPE OF SERVICES**

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

**3. COMPENSATION TO BE PAID TO THE CONTRACTOR**

(A) Agreed Prices: It is understood and agreed that the contractor will accept as payment in full the summation of the products of the actual quantities in place upon the completion of the work, as determined by the Town Engineer’s measurements, by the unit prices bid, no allowances being made for anticipated profit or for reasons of variations from the estimated quantities set forth in the Form of Bid.

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

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

**4. TIME OF ESSENCE**

Since the provisions of the contract relating to the time of performance and completion of the work are for the purpose of enabling the town to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence of this contract.

**5. TIME OF COMPLETION**

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

**6. LIQUIDATED DAMAGES**

The time limit being essential to and of the essence of this contract, the primary contractor hereby agrees that the Town shall be and is hereby authorized to deduct and retain out of the money which may be due or may become due to said contractor under this agreement, the sum of the cost of completing the work by the secondary contractor, including overhead charges, services, inspector's wages, and interest on the money invested that the Town will suffer by reason of such default. The Town shall have the right to extend the time for the completion of said work.

**7. TERMINATION OF PRIMARY CONTRACTOR**

Termination of primary contractor shall include all work in progress and pending. All existing and pending purchase orders pertaining to work issued through the Town-wide Construction Contract shall be hereby considered void. All items previously awarded to terminated contractor shall be hereby awarded to corresponding secondary contractors. Termination of primary contractor shall extend the duration of the contract. At the discretion of the Town of Riverhead, termination of contractor shall warrant

disqualification from awarding specific items or all items in succeeding Town-wide construction contracts Capital Improvement Projects, etc.

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

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

No such extension of time shall be considered a waiver by the Town of its right to terminate the contract for abandonment or delay by the contractor as hereinafter provided or relive the contractor from full responsibility for performance of his obligations hereunder.

**9. WEATHER**

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

**10. CONTRACT SECURITY**

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

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

**11. LAWS AND ORDINANCES**

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

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

The contractor shall comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with such sections of the Executive Law and Civil Rights Law.

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

The contract hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to the contract. The Labor Law, as amended, provides that no laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one (1) calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week except in such emergency; that the wages to be paid for a legal day's work as herein before defined, to laborers, workmen or mechanics upon the work called for under this contract or upon any materials used upon, or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, worker or mechanic employed by the contractor, subcontractor or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction maintenance, and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the labor Law which require that payment of the prevailing rate of wages and the eight (8) hour day.

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

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

Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the contract was entered into, or if for any reason, it may be deemed advisable, the comptroller of the state or financial officer of the municipal corporation may deduct from the whole amount of any payment on account thereof of the sums

or sum admitted by any contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily work, weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

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

Section 220-D of the Labor Law provides that the advertised specifications for every contract for the construction, reconstruction, maintenance and/or repair of highways to which the state, county, town and/or village is a party shall contain a provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the contract whether by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work completed by the laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays, after entering into such contract, less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.00) or by imprisonment; for a second offense by a fine of One Thousand Dollars (\$1,000.00) and in addition thereto, the contract on which the violation has occurred shall be forfeited, and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the state pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the contractor has been convicted or a second offense in violation of the provisions of this section.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this contract are set forth herein above as part of "Instructions to Bidders, Section 21 "NYS Wage Rates"

**12. QUALIFICATIONS FOR EMPLOYMENT**

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

**13. NONDISCRIMINATION**

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

**14. PAYMENTS OF EMPLOYEES**

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



**15. ESTIMATES AND PAYMENTS**

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

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

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

- (B) Final Estimate: One month after the completion and acceptance of the work specified and contracted for, the Town Engineer will make a final estimate of all the work done. Thereafter, the Town will pay the full amount, less prior payments, less any amounts retained to complete the work according to the provisions of the specifications, less any money paid by the Town by reasons of said contractor having failed to carry out faithfully and completely all the obligations and requirements herein contained. Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made, will the contractor be relieved from the obligations assumed in the contract.
- (C) Measurement for Payment: The Town Engineer shall make due measurement of work completed during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the contractor under and by this agreement and shall be taken as full measure of compensation to be received by the contractor.
- (D) No payments will be made for materials delivered to the site which have not been incorporated into the work.

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

The acceptance by the contractor of final payment shall be, and shall operate as a release to the Town from all claims and all liabilities to the contractor for all the things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of, this work, excepting to the contractor's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligations under this contract or the performance bond or maintenance bond.

**17. CONSTRUCTION REPORTS**

The contractor shall submit to the Town Engineer prior to commencing any work under this contract, a detailed schedule and plan of operations indicating the manner in which the contractor proposes to prosecute the work and a time schedule therefor. Such schedules are not intended to bind the contractor to a predetermined plan or procedure, but rather to enable the Town Engineer to coordinate the work of



the contractor with work required of and to be performed by others. The detailed schedule shall include a list of the subcontractors and material suppliers he proposes to use on the work.

**18. INSPECTION AND TESTS**

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

If at any time before final acceptance of the entire work, the Town Engineer, or his representative, considers necessary or advisable an examination of any portion of the work already completed, by removing the same, the contractor shall upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the contractor or any subcontractor, contractor shall be liable for the expense for such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and such work is found to meet the requirements of this contract, the contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of cost of extra work.

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

Any rejected work will be removed from the site of the project completely at the expense of the contractor.

**19. PLANS AND SPECIFICATIONS: INTERPRETATIONS**

The contractor shall keep at the site of the work one copy of the plans and specifications. Bidding of this contract shall be based on the information and data contained herein. Materials of construction and component installation shall conform to the general requirements of the specifications and details contained at the end of the specifications. The Town Engineer will provide plans and directions for specific drainage projects as projects arise. System configurations, arrangements, elevations, materials and methods are to be as directed by the Town Engineer on a specific project basis.

**20. SUPERINTENDENCY BY CONTRACTOR**

At the site of the work, the contractor shall give his constant, personal attention to the work or 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 town Engineer, or his representative, and shall be one who can be contained in that capacity for the particular job involved unless he ceases to be on the contractor's payroll. The contractor's superintendent and foreman must be able to read and speak the English language.

**21. CONTRACTOR'S TITLE TO MATERIALS**

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

**22. PROTECTION OF WORK, PERSONS AND PROPERTY**

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

**23. REPRESENTATIONS OF CONTRACTOR**

The contractor represents and warrants:

- (A) That he is financially solvent and that he is experienced in, and competent to, perform the type of work involved under this contract and able to furnish the plant, materials, supplies and/or equipment to be furnished for the work; and
- (B) That he is familiar with all federal, state and municipal law, ordinances and regulations which may in any way affect the work of those employed thereunder, including but not limited to any special acts relating to the work; and
- (C) That such work required by these contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which is intended and that such construction will not injure any person or damage any property; and
- (D) That he has carefully examined the specifications and project site and that from his own investigations he has satisfied himself as to the nature of the work, the character of equipment and other facilities needed for the performance of the work, and the general local conditions which may in any way affect the work or its performance.

**24. AUTHORITY OF THE ENGINEER**

In the performance of the work, the contractor shall abide by all orders and directions and requirements of the Town Engineer, or his representative, and shall perform work to the satisfaction of the Town Engineer, or his representative, at such time and places, by such methods, and in such manner and sequence as he may require. The Town Engineer, or his representative, shall determine the amount, quality, acceptability, and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Town Engineer, or his representative, shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents of particular instance in which the opinion, judgment, discretion or determination of the Town Engineer, or his representative, shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be governed and so performed.

**25. CHANGES AND ALTERATIONS**

The Town Engineer reserves the right to make alterations in locations, line, grade, plan, form or dimensions of the work, or any part thereof, either before or after the commencement of construction. If

such alteration diminishes the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work, such increases shall be paid for according to the quantity of work actually done and at the prices for such work as contained in the schedule of prices.

**26. CORRECTION OF WORK**

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

If, in the opinion of the Town Engineer, or his representative, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the contractor thereunder shall be reduced by such amount as in the judgment of the Town Engineer, or his representative, shall be equitable. The contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any defects which may appear within one year following the final completion of the work. Neither the acceptance of the completed work nor payment therefor shall operate to release the contractor or his sureties from any obligations under or upon this contract or the performance bond.

**27. WEATHER CONDITIONS**

In the event of temporary suspension of work or during inclement weather or whenever the Town Engineer, or his representative, shall direct, the contractor will, and will cause his subcontractor to sufficiently protect his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Engineer, or his representative, any work or material shall have been damaged or injured by reason of failure on the part of the contractor or any of his subcontractors to protect his or their work, such work and materials shall be removed and replaced at the expense of the contractor.

**28. THE TOWN'S RIGHT TO WITHHOLD PAYMENTS**

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

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

**29. THE TOWN'S RIGHT TO TERMINATE CONTRACT**

The Town of Riverhead may terminate this contract if:

- (A) the contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- (B) a receiver or liquidator shall be appointed for the contractor for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- (C) the contractor shall refuse or fail, after notice or warning from the Town Engineer, or his representative, to supply enough properly skilled workmen or proper materials to the job; or
- (D) the contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- (E) the contractor shall fail to make prompt payments to persons supplying labor or materials for the work; or
- (F) the contractor shall fail or refuse to regard laws, ordinances or the instruction of the Town Engineer, or his representative or otherwise be guilty of a substantial violation of any provisions of this contract.

Upon the determination by the Town of Riverhead to terminate this contract, and in any such event, the Town, without prejudice to any other rights or remedy it may have, may give seven (7) days notice to the contractor, terminate the employment of the contractor and his rights to proceed with as to the entire work or (or at the option of the Town) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract, secondary contractor or otherwise, as the Town may deem appropriate. In such case, the contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid to the contractor thereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor and his sureties shall be liable to the Town for such excess. If the right of the contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof.

**30. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work shall be stopped by order of the court or other public authority for a period of three (3) months without act or fault of the contractor or any of his agents, servants, employees or subcontractors, the contractor may, upon ten (10) days notice to the town, discontinue his performance of the work and/or terminate the contract; in which event, the liability of the Town immediately preceding (Paragraph 31), the contractor shall not be obligated to pay to the Town any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the contractor thereunder.

**31. RESPONSIBILITY FOR WORK**

The contractor agrees to be responsible for the entire work embraced in this contract until its completion and final acceptance by the Town of Riverhead. The contractor further agrees that any imperfect and/or damaged work that may be discovered at any time before the completion and acceptance of work shall be removed and/or replaced in conformity with the requirements of this contract without charge to the Town. Such removal and replacement will be performed as soon as practicable following receipt of

written notice from the Town Engineer that the work is imperfect and/or damaged. The contractor further agrees that the inspection of the work by the Town Engineer of his or her designee shall not relieve him of any obligation to do sound and reliable work. Furthermore, such inspection and/or partial payment for work shall not preclude the Town Engineer from requiring removal and/or replacement at a later time. Neither shall such inspection or partial payment be deemed to be acceptance of any work.

**32. USE OF PREMISES AND REMOVAL OF DEBRIS**

The contractor expressly undertakes at his own expense:

- (A) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors;
- (B) To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times, the site of the work shall present a neat, orderly and workmanlike appearance;
- (C) Before final payment hereunder to remove all surplus material, temporary structures, plants of any descriptions and debris of every nature resulting from his operations.

**33. SUITS OF LAW**

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

**34. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY**

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

Where the contractor has not taken action, but has notified the Town Engineer, or his representative, of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this contract, then upon authorization from the Town Engineer, or his representative to prevent such threatened injury or damage, he shall act as instructed by the Town Engineer, or his representative. The amount of reimbursement claimed by the contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work.

**35. PROVISION REQUIRED BY LAW DEEMED INSERTED**

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

**36. SUBLETTING – SUCCESSOR AND ASSIGNS**

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

**37. GENERAL MUNICIPAL LAW CLAUSE**

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

**38. CONTRACTOR'S INSURANCE**

The contractor shall not commence any work until he has obtained, and had approved by the Town, all the insurance required under this contract as enumerated herein:

- Workers' Compensation Insurance
- Public Liability and Property Damage Insurance
- Contractor's Protective Liability and Property Damage Insurance
- Owner's Protective Public Liability and Property Damage Insurance
- Automobile Public Liability and Property Damage Insurance

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

- (A) Workers' Compensation Insurance: The contractor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all his employees employed at the site of the project, and in case of any of the work being sublet, the contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor. Limits: statutory for Workers' Compensation, One Million Dollars (\$1,000,000) Employers Liability.
- (B) Public Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him or any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operations be completed by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.

- (C) Liability and Property Damage Insurance: the above policies for Public Liability and Property Damage Insurance must be so written as to include Contractor's Protective Liability and Property Damage Insurance to protect the contractor against claims arising from the operations of any subcontractor. The Town of Riverhead shall be named as additional insured.
- (D) Owner's Protective Public Liability and Property Damage Insurance: The contractor shall furnish to the Town, with respect to the operations he or any of his subcontractors perform, a regular Protective Public Liability Insurance policy for, and in behalf of the Town, providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, one person and subject to that limit for each person, a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protective Property Damage Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for damages arising out of injury to, or destruction of, property during the liability of the Town. The coverage provided under this policy must not be affected if the Town performs work in connection with the project either for or in cooperation with the contractor or as an aid thereto whether the same be a part of the contract or separate therefrom, by means of its own employees or agents, or if the Town directs or supervises the work to be performed by the contractor.
- (E) Automobile Public Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of the contract such Automobile Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Automobile Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.

Automobile Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000) for damages on account of any accident and in an amount of not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.

**38A. HOLD HARMLESS CLAUSE**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the paragraph.



**39. CLAIMS AGAINST TOWN OFFICIALS AND EMPLOYEES**

The Contractor expressly agrees and represents that the contractor shall make no claim and shall bring no action pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983, against any Town official or employee in his/her individual or personal capacity for any act, omission, or statement made or done relating to, or arising out of, this contract and expressly waives its rights to bring such a claim pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983.

**40. PROOF OF CARRIAGE OF INSURANCE**

The contractor shall furnish the Town with certificates of each insurer insuring the contractor under this contract except with respect to subdivision “D”. In respect to this paragraph, the contractor shall furnish the Town with the original insurance policy.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limits of liability thereunder. Both the certificates and the policy shall be endorsed to provide the Town with any notice of cancellation at least five (5) days prior to the actual date of such cancellation.

The insurance company utilized must have a minimum AM Best Rating of “A-VII”.

**41. TERM OF CONTRACT**

The term of this contract shall be until the completion date set by the Notice to Proceed and the length of contract time (calendar days) as stipulated in the Proposal Form. The Town of Riverhead shall have the option of extending this contract in six-month intervals up to a maximum of one additional year when mutually agreed upon by the Town and the contractor.

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**1. DEFINITIONS**

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

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

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

The words "or approved equal", as hereinafter used, shall refer to the use of an equal product that has received prior approval by the Consulting Engineer for the District.

**1.1. DEFINITION OF TERMS**

Whenever the following words and expressions are used in the Specifications, it is understood that they have the meaning defined below:

Plans: All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

Specifications: The body of directions, requirements, descriptions, etc. contained in this document, together with all documents of any description and agreements made (or to be made) pertaining to the methods or manner of performing the work and/or to the quantities and quality of materials to be furnished and accepted under this contract.

Town: Town Board of the Town of Riverhead.

Engineer: H2M architects + engineers., Consulting Engineer for the District.

Contract: Collectively, the contract executed by the Town and the contract, Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Addenda, Performance Bonds, and all supplemental agreements made or to be made.

Inspector: An authorized representative of the Town assigned to make any and all necessary inspections of the work performed and the materials furnished by the contractor.

Materials: Any approved materials acceptable to the Town and conforming to the requirements of these specifications.

Work: All of the work proposed to be accomplished at the site of the project, and all such other work as is in any manner required to accomplish the complete project. This includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper or incidental to the carrying out and completion of other terms of this contract. The term "work performed" shall be construed to include the materials delivered to and suitably stored at the site of the project.

## **2. STANDARDS OF WORKMANSHIP**

The apparent silence of the specifications as to any detail or and apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice observed in the latest current construction work is to prevail and that only material and workmanship of first quality is to be used in this connection and all interpretations of these specifications shall be made upon this basis.

## **3. SAMPLES**

The contractor shall furnish for approval, all samples as directed. The work shall be in accordance with approved samples. Samples shall be submitted in ample time so as to prevent delay in fabrication or ordering of materials, allowing for a reasonable time for the Town Engineer, or his representative, to consider the samples submitted, and is necessary, to permit a re-submission of samples to the Town, or its representative, until approval is given.

Work and material shall be furnished and executed in accordance with approved samples, in every aspect. Each sample shall be labeled, bearing material, name and quality, contractor's name, date and other pertinent data. Unless otherwise specified, samples shall be in duplicate and of adequate size to show quality, type, color, range and finish and texture of material. Materials shall not be ordered until approval is received in writing from the Town, or its representative.

## **4. MANUFACTURED MATERIALS**

Where several materials are specified by name, the Town, or its representative, shall have the right, before execution of the contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name, or by catalog number of a company or companies, the contractor shall furnish the article mentioned unless approval of the Town, or its representative, is obtained in writing for a substitution. Should the contractor desire to substitute other materials for one or more specified by name, he shall apply in writing for such permission and state credit or extra involved. He shall also provide supporting data and samples for the consideration of the Town.

Unless particularly specified otherwise, all manufactured articles, materials and equipment shall be applied, assembled, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and including the necessary preparation to properly install the work. Where reference is made to manufacturer's directions, the contractor shall submit such directions to the Town or its representative as required.

The materials used in construction shall be disposed so as not to endanger the work, and so that full access may at all times be had to partly completed work and structures and they shall be so disposed as to cause no injury to those having access to the work or any of the units.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring first-class results only. The type of labor employed by the contractor shall be such as will insure the uninterrupted continuity of the entire work, without conflict of any kind.

## **5. LABORATORY**

Laboratories shall be approved by the Town, or its representative, for testing the materials to be used under the contract. Where tests are made, two certified copies showing correctly the chemical analysis and physical tests shall be furnished to the Town, or its representative.

## **6. SHOP DRAWINGS**

The contractor shall submit to the Town Engineer, electronic submittals in accordance with Section 013300 – Submittals and two (2) hard copies of all shop drawings and schedules and no work shall be fabricated until his approval has been given. All shop drawings submitted to the Town Engineer must bear the contractor’s stamp of approval evidencing that the drawings have been checked.

The contractor will make any corrections in the drawings required by the Town or its representative and will file with the Town or its representative an electronic and two (2) corrected hard copies. Approval by the Town Engineer of such drawings or schedules shall not relieve the contractor from responsibility for:

- (a) Errors of any sort in shop or setting drawings or schedules;
- (b) Deviations from Plans and Specifications unless the contractor, at the time of submission of said drawings and schedules, has given notice to the Town or its representative of any such deviations.

## **7. PERMITS**

**7.1 Municipal:** All work in connection with the installation of pipes or other underground structures of a like nature either within or without the limits of the highway, shall follow all the provisions as contained herein together with the provisions, as they apply, of the Highway Law, Road Openings, Section 149 and Section 198 of Town law, with all subsequent changes, additions or corrections thereto.

**7.2 Suffolk County:** All permits required for opening country roads and making connections with county drains will be obtained by the Contractor unless otherwise stated in the Contract documents. A copy of the permit must be kept on the job site at all times. The contractor will not be permitted to open any county road or make any connection to any county drain until he has obtained required permits.

**7.3 State of New York:** The contractor shall obtain all necessary New York State highway permits whenever the contract requires any work to be done within or upon existing state highway right-of-ways. These permits shall be obtained from the District Office in Hauppauge prior to the performance of the work. Upon application for the permit, the contractor will be required to supply the following:

- (1) Three (3) copies of a sketch or print showing description and location of the proposed work. These prints will be supplied to the contractor by the Town or its representative.
- (2) Contingent liability insurance for the state (in addition to his own liability insurance) shall be furnished in amounts and manner as required by the State of New York. The contingent protective liability and complete operations liability insurance policy to cover:

“The people of the State of New York and/or the Highway Superintendent covering liability arising with respect to all operations through highway permits by permitted by anyone acting by, through or for the permitted, including omissions and supervisor acts of the State”, in the amount of personal injury (including death) and property damage as required.

## **8. CONTRACT DOCUMENTS**

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

Each section of the Contract Documents is intended to be complementary to the other sections.

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

The contractor will be furnished with five (5) sets of Plans and Specifications giving all the details and dimensions necessary for carrying out the work. One copy of Plans and Specifications furnished to the contractor must be kept constantly at the site. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans and all work and materials necessary for the completion of the work according to the intent and meaning of the contract shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the figures and scale of Drawings shall be submitted by the contractor to the Town Engineer, or his representative, whose decisions hereon shall be conclusive.

In the event the meaning of any portion of the Specifications or Drawings or any supplementary drawings or instructions of the Town Engineer, or his representative, is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

All materials and workmanship must be strictly in accordance with the Plans and Specifications.

Additional copies of Plans and Specifications, when requested will be furnished to the contractor at cost of reproduction.

The contractor shall furnish to each of the subcontractors and materials men such copies of the Contract Documents as may be required for their work.

#### **9. ERRORS, OMISSIONS AND DISCREPANCIES**

- a) If any errors, omissions or discrepancies appear in the drawings, specifications or other documents, the contractor shall, within ten (10) days from receiving such drawings, specifications or documents, notify the Town, or its representative, in writing of such errors or omissions. In the event of the contractor's failing to give such notice, he will be held responsible for the results of any such errors or omissions and the cost of rectifying the same.
- b) If, in the opinion of the contractor, any work is shown on drawings, or details, or is specified in such a manner as will make it impossible to produce a first class piece of work, or should discrepancies appear between the drawings and/or specifications, he shall refer the same to the Town, or its representative, for interpretation before proceeding with the work. If the contractor fails to make such references to the Town, or its representative, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner as directed.
- c) Should a conflict occur in or between the drawings and specifications and/or existing conditions, the contractor shall be deemed to have estimated on the more expensive way of doing the work, unless he shall have asked for and obtained the decision in writing from the Town Engineer or his representative, before the submission of bids, as to which method or materials will produce the results to the best interests of the Town.

#### **10. TEMPORARY TOILET**

The contractor shall provide and maintain a sanitary temporary toilet where directed by the Town, or its representative. The temporary toilet shall be enclosed, weatherproof and kept in a sanitary condition at all times. Upon removal of the temporary outside toilet, and all evidence of the toilet shall be removed from the site.

### **11. CUTTING, PATCHING AND DIGGING**

The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by Drawings and Specifications for the completed structure, and he shall make good after them as the Town, or its representative may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor except with the consent of the Town, or its representative.

### **12. PROPER METHOD OF WORK AND PROPER MATERIALS**

The Town, or its representative, shall have the power in general to direct the order and sequence of the work, which shall be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible and such as to bring the several parts of the work to a successful completion at about the same time.

If at anytime before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town Engineer, or his representative, as insufficient or improper for assuring the quality of the work required, or the required rate of progress, he may order the contractor to increase their efficiency or to improve their character, and the failure of the Town, or its representative, to demand any increase of such efficiency or improvement shall not release the contractor from his obligation to secure the quality of work or the rate of progress specified.

During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first class construction throughout. All work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

### **13. INSPECTION**

Inspectors shall be authorized to inspect all work done and materials furnished. Such inspections may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject material or suspend the work until the question at issue shall be referred to and decided by the Town, or its representative. The inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications; nor approve or accept any portion of the work; nor issue instruction contrary to the plans and specifications. The inspector shall in no case act as foreman or perform other duties for the contractor or interfere with the management of the work by the latter.

Any advice which the inspector may give the contractor shall in no way be construed as binding the Town, or its representative, nor the Town in any way, nor releasing the contractor from the fulfillment of the terms of the contract.

The contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work and materials shall, upon final completion of the work, be turned over to the Town

in a complete and perfect condition and the contractor shall be responsible for the proper care, maintenance and protection of all work and material until his entire contract is completed and all work and materials found in good condition and accepted. The contractor will be held responsible for the entire work until completed and accepted by the Town.

The contractor shall, at all times, provide the Town, and its representative, assistants and inspectors under him with necessary facilities for determining both on the job and at the places of manufacture, that all work being performed and all materials being manufactured are strictly in accordance with the contract.

Until acceptance of work by the Town, the contractor shall be responsible for all damages to the work including action of the elements or any other cause whatsoever. The contractor shall continuously and adequately protect the work against damage from any cause.

**14. WAIVER**

Neither the inspection by the Town, its representative or any part of their employees, nor any order, measurement or certificate by the Town, or its representative, nor any order by the Town for the payment of any money, nor any payment for or acceptance of, the whole or any part of the work by the Town, its representative, or the Town, nor any extension of time, nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this contract or of any power herein reserved to the Town or any right to damages herein provided; nor shall any waiver of any breach of the contract constitute a waiver of any subsequent breach. Any remedy provided in this contract shall be construed as cumulative in addition to each and every remedy herein provided.

**15. WATER AND ELECTRIC POWER**

All water and electric power supply for construction purposes must be provided by the contractor. The cost shall be borne by the contractor.

**16. MACHINERY AND EQUIPMENT**

All machinery, equipment, trucks and vehicles used in the prosecution of the work or in connection therewith, shall at all times be in proper working condition.

The contractor shall be responsible for curtailing noise, smoke, fumes, or any other nuisance resulting from his operations. He shall, upon written notification from the Town, or its representative, make any repairs, replacements, adjustments, and additions and furnish mufflers when necessary to fulfill these requirements.

**17. RIGHT TO USE WORK**

The Town may enter upon and use the whole or any portion of the work, which may be in condition to use any time previous to its final acceptance by the Town. Such use shall not constitute or be evidence of acceptance by the Town of the whole or any part of the material furnished or work performed under the contract.

**18. NOTICE OF WARNING**

If the contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials or refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein

specified (or any duly authorized extension thereof) or fail to complete the work within said period or refuse or fail to regard laws, ordinances, codes, instruction of the Town, or its representative, then the Town shall forward by registered mail to the contractor, at the address given in the contract, a Notice of Warning, and in the event the contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Town shall have the right to terminate the contract.

### **19. WARNING SIGNS**

Contractor shall provide and maintain proper luminous warning and detour signs where directed by the Town, or its representative.

Obstruction, such as stored materials, equipment and excavations shall be marked with no less than two (2) lights which shall be no more than four (4) feet apart.

All lights shall be kept burning from one-half hour before sunset until one-half hour after sunrise.

### **20. ACCIDENT PREVENTION**

During the performance of the work, the contractor shall exercise all reasonable precautions for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not inconsistent with federal, state or municipal laws or regulations.

If any operation, practice or condition is deemed by the Town, or its representative, to be unsafe, he shall notify the contractor in writing to take corrective action. Where in the opinion of the Town, or its representative, any operation, practice or condition shall be promptly discontinued and before the affected part of the work is resumed, remedial action taken.

The Town reserves the right to remedy any neglect on the part of the contractor as regards the protection of the work which may come to its attention, after twenty-four (24) hours notice in writing; except that in cases of emergency, it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the contractor.

Nothing in the foregoing paragraphs shall be construed as relieving the contractor from full responsibility at all times for safe prosecution of the work.

### **21. DAMAGES**

The contractor shall pay and make good all losses or damages arising out of any cause connected with the contract and shall indemnify and save harmless the Town, and its representatives, from any and all claims and any and all liability or responsibility of every nature against the Town or any of its officers or agents, by reason of, or connected with the work or materials furnished under the contract and shall pay all costs and expenses of every kind, character, and nature whatsoever, occurring upon or arising out of the contract.

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

**22. MAINTENANCE OF TRAFFIC**

All work under this contract is to be completed within the time indicated in the Contract Agreement or as extended by the Town. If in the meantime it should become necessary, because of the lateness of the season, or any other reason to stop work, the contractor shall at his own expense, open proper drainage ditches, erect temporary structures where necessary, prepare the roads so there will be minimum interference with traffic, set up and maintain a competent organization as directed by the Town, or its representative, to keep the highways in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

**23. PROTECTION OF LAND MARKERS, TREES, SHRUBS, AND PROPERTY:**

Wherever in the conduct of the work, a monument making a point of public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Town, or its representative. In no case shall the contractor remove the same until the location for resetting shall have been made by the Town, or its representative. All monuments or land markings exposed to view when the work is first undertaken shall be carefully preserved and the greatest care exercised to prevent injury to or disturbance of position of the monument.

The unit price of all items shall include the cost of restoring to its former condition any sidewalks or curbs, as well as restoring any trees, shrubs or lawns that may be damaged during this construction. No additional payment will be made.

The contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under the contract. Private property shall be cleaned up neatly, any damage repaired and premises restored to their original condition.

**24. PROTECTION OF UTILITIES**

The contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on or adjoining the site of the work, for the area within the scope of the contractors work. The contractor shall be responsible for calling for a mark out given reasonable opportunity to work in cooperation with the owners of these utilities in the work, reconstruction or alteration of these structures. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the contractor. Any additional cost of various items or work because of these utilities shall be included in the price bid for these items.

The Town, or its representative, shall direct the public utility corporations to shift or remove those utility structures that may be necessary to permit the contractor to carry out the work in accordance with the plans. The contractor shall not remove or cause to be removed, any structure or part of a structure owned by a public utility corporation without the approval of the Town, or its representative.

The contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The contractor shall conduct his operations in such a way as not to delay or interfere as little as practicable with the work of the utility corporation.

**25. APPROVAL OF SUBCONTRACTORS AND MATERIALS**

Prior to commencing any work under this Contract, the Contractor shall submit to the Engineer for approval a list of all the subcontractors and material suppliers it proposes to use for this Contract.

No subcontractor or material supplier will be permitted to deliver materials or perform any work on this Contract until it has been approved by the Engineer.

**26. INTERPRETATION OF DRAWINGS, ETC.**

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

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

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

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

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

**27. ADDITIONAL WORK**

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

**28. OCCUPATIONAL SAFETY AND HEALTH ACT**

The Contractor shall meet all standards of the Occupational Safety and Health Act of 1970 and subsequent revisions. This shall include, but not be limited to, the following areas:

Sanitation, noise, radiation, gases, vapors, fumes, mists, dust, illumination, ventilation, protective equipment, fire protection, waste disposal, electrical hazards, scaffolds and ladders, floor holes and wall openings, heavy equipment and permit-required confined spaces.

All specific requirements of the Act shall be adhered to.

**29. SAFETY PROVISIONS**

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

**30. SANITARY REGULATIONS**

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

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

The building of shanties or other structures for housing the workers, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must, at all times, be maintained in a satisfactory manner.

**31. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION**

The Engineer is responsible solely for the general and/or detailed inspection of the work being performed. Such inspection will be periodic and strictly to assure conformance of the Contractor with the Plans and Specifications, such that the end product will conform to the Plans and Specifications.

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

**32. LABOR**

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto.

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

**33. CONTRACTOR'S REPRESENTATIVE**

The Contractor, in case of his absence from the work, shall have a competent representative or foreman present, who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work, in conformity with this Contract, and shall have full authority to supply labor and material immediately. The Contractor shall also have a competent representative available to

receive telephone messages and provide a reasonable reply as soon as possible, but not later than 24 hours.

#### **34. SCHEDULE OF VALUES (LUMP SUM CONTRACTS)**

Before the first partial payment under this Contract becomes due, the Contractor shall prepare a Schedule of Values which totals the amount of the Contract and submit it to the Engineer for approval. The Contractor shall make such revisions as may be required to make this Schedule conform to the true value of work as jointly agreed upon by the Engineer and the Contractor. The Contractor shall submit the Schedule of Values in accordance with the requirements contained in Section 01295.

#### **35. INCOMPETENT EMPLOYEES**

The Contractor shall employ only competent, skilled and faithful workers to do the work. Upon request of the Engineer in writing, the Contractor shall suspend or discharge from the work any disobedient, disorderly or incompetent person or persons employed thereon, and will not again employ any person so suspended or discharged without the consent of the Engineer.

This requirement shall not be made on the basis of any claim for compensation or damages against the District or any of its officers or agents.

#### **36. CLAIMS OR PROTESTS**

If the Contractor considers any work required of it to be outside the requirements of the Contract or considers any record or ruling of the Engineers or Inspectors as unfair, it shall ask for written instructions or decisions immediately, and then file a written protest with the District against the same within five (5) days thereafter, or be considered as having accepted the record or ruling.

#### **37. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES**

The Contractor shall cooperate in every way with the utility companies.

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

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

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

#### **38. INFRINGEMENT OF PATENTS**

The Contractor further agrees to hold itself responsible for any claims made against the District for any infringement of patents by the use of patented articles in any one phase of construction of the work and the completion of same, or any process connected with the work agreed to be performed under this Contract or of any materials used upon said work, and to save harmless and indemnify the District from



all costs, expenses and damages which the District shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work.

**39. GUARANTEE/WARRANTY**

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

**40. STANDARDIZATION**

The Detailed and General Specifications indicate specific manufacturers and/or catalog numbers, etc., for the purpose of standardization within the District in order to minimize stockpiling of replacement parts.



**THE TOWN OF RIVERHEAD  
HOTEL INDIGO SEWER EXTENSION,  
CONTRACT RDSD 06-03  
RIVERHEAD, NEW YORK**

CONTRACT DATED \_\_\_\_\_, 201 \_\_\_\_ BY AND BETWEEN THE TOWN OF RIVERHEAD (HEREIN CALLED THE \_\_\_\_\_ "OWNER" AND \_\_\_\_\_ (HEREIN CALLED THE "CONTRACTOR"))

WITNESSETH, the Town and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements contained, agree as follows:

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

IN WITNESS THEROF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

NOTE: Quantities of any or all items may be increased, decreased or eliminated in their entirety at the option of the Town prior to or after award of the contract.  
Total BID

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(written in words) (figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

FORM OF CONTRACT



STATE OF NEW YORK

)  
)ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ before me personally appeared

\_\_\_\_\_  
(Town Supervisor)

The duly elected and qualified Supervisor of the Town of Riverhead, the corporation described in and which executed the foregoing instrument, to me known and known to me to be such Supervisor of the Town of Riverhead; and he being by me duly sworn did depose and say; that he is the Supervisor of the Town of Riverhead; that he resided at

\_\_\_\_\_, Suffolk County, New York; that he knows the corporation seal of said Town of Riverhead; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Supervisor for the purpose herein mentioned.

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



Acknowledgement by Contractor if a PARTNERSHIP

STATE OF NEW YORK )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_, before me personally appeared \_\_\_\_\_ to me known to by the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same.

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

Acknowledgement by Contractor if a PARTNERSHIP

STATE OF NEW YORK )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_ before me personally came \_\_\_\_\_ to be known and known to be to a member of \_\_\_\_\_ the firm described in and which executed the foregoing instrument and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

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



## SECTION 004355 - INDEMNITY, LIMITATION OF LIABILITY

### 1.0 - INDEMNITY

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

### 2.0 - LIMITATION OF LIABILITY

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

### 3.0 - NO CLAIM FOR DELAY

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

## SECTION 004555 - CONTRACTOR'S RESPONSIBILITY

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

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

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



**PART 1 - GENERAL**

**1.1 BRIEF PURPOSE OF PROJECT / GENERAL**

- A. The purpose of the project is to modify the existing sanitary wastewater collection facilities located within Suffolk County tax lot 0600-118-03-p/o 2.2 & 2.3 to accommodate the connection of the proposed development to the Hotel Indigo within an easement on the Tanger Outlet property.
- B. All work shown and specified in the Contract Documents shall be 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.

**1.2 NOMENCLATURE**

- A. Where the terms "Engineer/Architect" or "Architect/Engineer" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers, D.P.C. as may be abbreviated by H2M.
- 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.
- C. The General Construction Contractor may be referred to as the "General Contractor", "Prime General Contractor", "Contract S Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract S.

**1.3 ABBREVIATED SUMMARY OF WORK**

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract.
- B. This following abbreviated summary is provided to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
  - 1. New sewer connection to an existing sanitary manhole.
  - 2. Installation of approximately 1,200 LF of DR-18 PVC gravity sewer, seven (7) 4' diameter precast concrete sanitary manholes and three sewer service laterals.
  - 3. Abandonment of the three (3) existing onsite sanitary disposal systems, comprised of leaching pools and septic tanks in accordance with SCDHS commercial abandonment standards, including the pump out and offsite disposal of residual waste materials, removal of top slabs and/or removal of complete structures where scheduled and/or necessary to be completely removed, and backfilling of existing structures to remain in place.

4. Testing.
5. Restoration.
6. All other work shown and specified within the Contract Documents.

**1.4 PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS**

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
- B. Local laws and ordinances of the Town of Riverhead

**1.5 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 are not limited to, the following:
  1. Debris removal, street sweeping, and daily and final cleaning up.
  2. Coordination with utility companies and property owners as necessary to schedule connection of services, and management of the installation.
  3. Site utilization and management so as not to disrupt the daily operation of the Tanger Outlets and businesses on Old Country Road.
  4. Product and equipment storage and handling requirements.
  5. Site safety in accordance with all applicable federal, state, and local regulations.
  6. Maintenance and protection of traffic.
  7. Erosion control.
  8. Project submittals, meetings, professional photographs, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.

**1.6 OWNER SUPPLIED PRODUCTS AND UTILITIES**

- A. The Owner will not be supplying equipment, labor, or tools for the project.

**1.7 EXISTING CONDITIONS**

- A. The Drawings show certain information that has been obtained by the Owner regarding various pipelines, utilities, and structures that exist at the location of the project both below and at grade.
- B. The Owner and the Engineer expressly disclaim all responsibility for the accuracy or completeness of the information given on the Drawings about existing facilities.

SECTION 011100 - SUMMARY OF WORK



- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Engineer of the obstructions' existence.
- D. The Engineer will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in the Contract for "Extra Work".

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Site access and control of areas outside of site.
- B. Contractor use of 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.
- F. Suggested construction sequence.

**1.02 – SITE ACCESS AND CONTROL**

- A. The Contractor shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, the Contractor shall use an entrance designated by the Owner's Construction Representative.
  - 1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
  - 2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. 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 site is within a commercial business district. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period in time other than that defined under their road work permits. Take whatever measures are necessary to not cause any inconvenience to the area's residents and business owners.
- D. 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. 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. 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. 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. Use and manage the premises and the associated construction activities as follows:
  - 1. To not hinder the adjacent business 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,
  - 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, Architect's and Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- D. Contractor shall be responsible for protecting property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- E. Protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- F. Limit use of the site to the area(s) shown on the Contract Drawings. Confine operations to permit others working on the site easy access to all areas of Work.
- G. Keep all existing operations areas, driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the site with materials and equipment. Confine stockpiling of excess excavated material, materials and equipment to areas selected by

the Owner's construction representative. Locate storage sheds and trailers to areas designated in the plan or by the Owner's Construction Representative.

- H. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.
- I. The construction site space is limited and it shall be the Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties.
- J. 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.
- K. 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 contractor(s) being back charged for the cleaning cost plus construction administration fees.
- L. Use of the existing building facilities during construction is prohibited including but not limited to: toilet rooms, telephone and water fountains. Contractor(s) shall be fined \$250 per occurrence if their employee (or subcontractor's employee) is observed disregarding these rules.
- M. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive work, the contractor shall be escorted by an Owner's Construction Representative.
- N. Do not discard or dispose of any waste on-site.
- O. Open fires will not be permitted on the site.
- P. Employ erosion control measures to protect wetlands located adjacent to the work where shown on the Drawings and as required by regulatory agencies.
- Q. Install erosion control measures as indicated in the Contract. Confine stormwater runoff to the site.

#### **1.04 - CONTRACTOR STORAGE, PARKING AND DELIVERIES**

- A. 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. Properly store and secure compressed gas containers in accordance with OSHA and to the satisfaction of the Owner. Failure to do so will result in a \$250 back charge, per occurrence.
- G. Provide minimum of 48 hours advance written notice to the Owners Construction Representative for deliveries of materials, site visits by inspectors, manufacturers representatives or any other occasion that impacts the use of the site. Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- 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. Schedule working days and hours as specified. Pay all excess costs for inspection services provided by the Owner/Engineer/Architect 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.
- C. It is the Contractor's responsibility to determine the dollar amount to be included in the bid to pay for the services of one (1) inspector to be present during the entire time work is being performed

during low flow periods or beyond a normal 8-hour day. If the Owner elects to have more than one representative present, then the cost of the additional inspector(s) will not be paid for by the Contractor. The maximum hourly billing rate applies for all instances where excess engineering and/or architectural services are performed beyond a normal 8-hour work day, not just work to be performed during low flow periods.

- D. The Contractor will be allowed to work early morning hours if a planned tie-in must be performed. Early morning work is required since it is a low flow period. Provide 72 hours advanced notice to the Engineer/Architect for all early morning work together with a written plan as to the steps necessary to construct the work. The overtime salary costs for early morning tie-in work associated with having the operations staff of the treatment facility present shall be paid by the Contractor. This cost will be eligible for reimbursement payment as specified in Section 012100 – Allowances.

### 1.07 – SUGGESTED CONSTRUCTION SEQUENCE

- A. The following is one suggested general, not all-inclusive, sequence of construction that may be used to complete all the work under the Contract within the time specified.
- B. Work restrictions may be noted throughout the suggested sequence provided below. The Contractor shall comply with all noted work restrictions that appear.
- C. The following suggested sequence is provided for information only:
  - 1. Prior to commencing onsite construction activities associated with the installation of the Hotel Indigo Sewer Extension, coordinate sampling of the existing onsite sanitary leaching pools in accordance with Suffolk County Department of Health Services (SCDHS) commercial onsite sanitary disposal system abandonment procedures. Cost of sampling shall be paid under the testing allowance for this contract.
  - 2. Obtain approval of all new equipment (piping, valves, etc.) required to install the complete sewer extension. Obtain delivery dates for materials and submit schedule for approval.
  - 3. Coordinate site utility mark-out prior to performing any excavation work.
  - 4. Layout the location of the new sewer main and service lateral stub locations.
  - 5. Install sheeting for excavation work.
  - 6. Coordinate install and testing of new gravity sewer pipe with abandonment of the existing commercial onsite disposal systems per the construction phasing/sequencing identified on drawing G1.0.
  - 7. Connect new service laterals to the existing building drains prior to the abandonment of the onsite disposal systems to minimize the duration of sanitary service disruption.

SECTION 011400 - WORK RESTRICTIONS



8. Complete all remaining contract work.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1 - SUMMARY**

- A. This Section specifies the procedures used to process partial and final payments. It also includes the procedure for issuance of the Certificate of Substantial Completion and the Final Payment.

### **1.2 - RELATED SECTIONS**

- A. Section 012973 - Schedule of Values

### **1.3 - 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 in the Notice to Proceed. The Contractor shall prosecute the Work with diligence from day to day and complete it at the time fixed.
- D. For defining completion date, the Project will be considered complete when all work covered by the Contract has been performed.

### **1.4 - PARTIAL COMPENSATION**

- A. At the Owner's discretion, the Contractor may receive compensation for materials, equipment, and products delivered to the site yet not installed provided:
  - 1. A cancelled check or paid bill from the supplier is submitted to the Engineer/Architect indicating that the Contractor has paid the supplier for the material or equipment.
  - 2. A certificate of insurance is provided specifically insuring the piece of equipment for full value in the event of loss, vandalism, fire, and act of God.
  - 3. A bill of material is delivered to the Engineer/Architect at the time of delivery itemizing the subject material or equipment.
  - 4. The Engineer/Architect has agreed to the pre-purchasing of the materials.
- B. Payment will be made for on-site material and/or equipment for 80% of the gross amount of the paid invoice, less the normal contract retainage.
- C. The Contractor will not receive compensation for materials, equipment, and products stored in the Contractor's yard or shop.

- D. The Contractor will not receive compensation for material, equipment, and products stored on site if it has not been stored in accordance with the manufacturer's requirements and the requirements specified elsewhere within these specifications.
- E. Payment(s) made under this paragraph do(es) not relieve the Contractor from his/her responsibilities under the terms of this Contract.

### **1.5 - PAYMENT TO CONTRACTOR**

- A. Submit with each payment request for work completed under this Contract, a statement as to the amounts due and owing by the Contractor to labor, subcontractors and materialmen and a certificate relative to payments now due.
  - 1. Statements shall be signed by the Contractor's authorized representative and witnessed by a notary public.
- B. Every application for payment shall consist (and be in the order of) the following properly prepared and executed documents:
  - 1. Transmittal letter or memo describing the exact contents of the payment application
  - 2. Signed invoice on company letterhead
  - 3. Owner's voucher executed by the Contractor (if required)
  - 4. Schedule of Values showing derivation of the invoiced amount, consistent with the proposal form(s)
  - 5. AIA Documents as specified in Section 012973
  - 6. Monthly Project Workforce Report
  - 7. Payment affidavits
  - 8. Invoices and required backup information for payment to be made out of cash allowance(s)
- C. The Engineer/Architect will not process partial payment applications until the required documents are submitted in the prescribed form as may be discussed at the pre-construction conference or as may be required by the Owner.
- D. Payment requests shall not be submitted more than once per month.

### **1.6 - SUBSTANTIAL Completion AND FINAL PAYMENT REQUEST**

- A. Substantial Completion:
  - 1. Upon Substantial Completion of the Work as defined herein and acceptance thereof by the Engineer/Architect/Owner, and as soon thereafter as practicable, the Engineer/Architect will prepare a Certificate of Substantial Completion.
    - a. The Engineer/Architect will establish the date of Substantial Completion when the project is accepted and ready for operation for the intended purpose, and no

large, major or important items of work are as yet outstanding; thus, the Owner has gained Beneficial Use of the project.

- b. The Certificate of Substantial Completion will indicate the value of work performed, materials and equipment furnished, and otherwise show the exact aggregate amount equal to one hundred percent (100%) of the total compensation to which the Contractor is entitled for the performance of the Contract, less the amount of previous payments, less the sum as stipulated below for remaining Punchlist work.
  - c. All documents as specified in Sections 017800, 017823, and 017839 shall be submitted and approved prior to Substantial Completion.
  - d. The Certificate of Substantial Completion will be submitted to the Owner and a copy furnished to the Contractor.
  - e. Upon approval of the Certificate of Substantial Completion by the Owner, and as soon as practicable thereafter, the Owner will pay the Contractor.
2. Attached to the Certificate of Substantial Completion will be a Punchlist itemizing the items of work remaining.
- a. The Punchlist will include "minor" items only, as so defined solely by the Engineer/Architect.
  - b. Any prior punchlists, which include "major" or significant items, as defined by the Engineer/Architect, shall not be criteria in establishing the date of Substantial Completion.
  - c. This Punchlist shall not be considered all-inclusive and any outstanding contract requirements discovered by the Owner or the Engineer/Architect shall be installed, repaired, replaced and corrected prior to the final inspection. The Engineer/Architect will provide written notice of such additional outstanding work items.
  - d. The Engineer/Architect will calculate and itemize, in the Certificate of Substantial Completion, the value of the Punchlist work as being the larger sum of either:
    - 1) Two times the sum of money which, in the Engineer/Architect's opinion, would be necessary to expend if the Owner were to contract with others for the final completion of the work and satisfaction of all Punchlist items, or
  - e. The sum of money represented in the Contractor's bid schedule or Schedule of Values for the Punchlist items.
3. The Certificate of Substantial Completion shall fix the time for the Contractor to finish all Punchlist work.
4. The Contractor shall prepare a Substantial Completion partial payment application as specified in paragraph 1.05 herein, which shall be made a part of the Certificate of Substantial Completion.

5. The warranties/guarantees for all equipment, products and services required by the Contract Documents shall commence on the date that the Owner accepted/executed the Certificate of Substantial Completion.
  6. The warranties/guarantees for all equipment, products and services represented on the Substantial Completion Punchlist will begin on the date that the Owner accepted the Final Payment Request as hereinafter specified.
  7. Removal of the Contractor's plant and equipment and other inconsequential adjustments which do not prevent Beneficial Use of the Project, will not be a factor in establishing the date of Substantial Completion.
  8. Only the Final Payment Request will be processed after Substantial Completion has been reached.
- B. Final Completion:
1. Upon receipt of written notice that the work of the Contract is ready for final inspection and upon receipt of a Final Payment Request, the Engineer/Architect will make a formal inspection.
  2. An amount of \$1,000.00 (one thousand dollars and zero cents) will be deducted from the Contractor's Final Payment for each formal inspection where uncompleted work of the Contract was found by the Engineer.
  3. All spare parts shall have been delivered prior to a final inspection.
  4. Upon Final Completion of the Work in accordance with the Contract and acceptance thereof by the Owner, and as soon thereafter as practicable, the Engineer/Architect will process the Contractor's Final Payment Request.
    - a. The Final Payment Request will indicate the value of the work performed, materials and equipment furnished, and otherwise the exact aggregate amount of compensation to which the Contractor will become entitled under the terms of the Contract.
    - b. Upon approval of the Final Payment Request by the Owner, and as soon as practicable thereafter, the Owner will pay the Contractor an amount equal to one hundred percent (100%) of the total compensation to which the Contractor is entitled for the performance of the Contract, less the amount of all previous payments.
  5. The issuance of the Final Payment Request and payment in full to the Contractor shall be contingent and conditioned upon submission by the Contractor of a Maintenance Bond.
    - a. The Bond shall be in a form approved by the Owner and issued by a surety acceptable to the Owner in its sole and absolute discretion.
    - b. The Bond shall remain in effect as specified elsewhere in the Contract Documents.

**1.7 - ACCEPTANCE OF FINAL PAYMENT REQUEST**

- A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him/her, the Contractor shall return such copy to the Owner together with a statement of his/her objections to such payment request and of any claim for damages or compensation in excess of the amounts shown on the Final Payment Request.
- B. Acceptance by the Contractor of the Final Payment Request as approved by the Owner shall constitute a release and shall discharge the Owner and Engineer/Architect from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to a release from all impact costs.

**1.8 - RELEASE OF RETAINAGE & REINSPECTION OF WORK**

- A. Retainage will be released as specified in the Contract Documents.
- B. During the last month of the Maintenance Bond period, the Owner may make, or cause to be made, a reinspection of the Work. If the Work is found satisfactory and in accordance with the Contract Documents, the Owner will approve the termination of the Contract.
- C. In the event the inspection discloses the existence of defects in the materials, equipment or workmanship or other noncompliance with the Contract Documents, the Contractor shall be required to immediately make good and rectify all defects.
  - 1. Any item of equipment that has failed to maintain the performance or other salient requirements of these specifications, shows undue wear, or other deleterious defects, will be considered defective.
  - 2. If the Contractor shall fail or neglect to satisfy the requirements of the Owner with respect to making the necessary corrections, then the Owner may proceed to have the work executed by others and the cost and expense thereof will be borne by the Contractor and his Sureties.
  - 3. Correction of defects and noncompliance and payment for such by the Contractor or his Sureties shall terminate the Contract and release all parties hereunder.

**1.9 - SCOPE OF PAYMENTS**

- A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents.
- B. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and



imperfections, or damages. The Engineer/Architect shall be the sole judge, and the Contractor shall be liable to the Owner for failure to do so.

**1.10 - RIGHT TO WITHHOLD PAYMENTS**

- A. The Owner may withhold from the Contractor the amount of any payments due him as may in the judgment of the Owner be necessary:
  - 1. To assure the payment of any lien, stop notice or claim filed with the Owner for work, labor or materials, done, performed, or delivered and used in the prosecution of the Work herein provided for (whether in strictly legal form or otherwise); or
  - 2. To protect the Owner from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with all requirements of the Contract; or
  - 3. To protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor or any of his subcontractors.
- B. The Owner shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as it may deem proper to satisfy such claims or secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.
- C. Before release to the Contractor of any funds retained under this provision, the Contractor shall furnish satisfactory written evidence to the Owner that the claim or claims have been fully paid or satisfied.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**



**PART 1 - GENERAL**

**1.1 - SECTION INCLUDES**

- A. Allowance pricing for the following items:
  - 1. Independent Laboratory Testing Allowance.
- 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. Include the cash allowances stipulated in this Section in the amount bid as noted on the Proposal.
- 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 shall be distributed among the other portions of the work and shall be included in the lump sum base bid.

**1.2 - SUBMITTALS**

- A. Make all submissions under the provisions of Section 013300.
- B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.
- C. Submit additional backup information to substantiate the invoiced amount(s) as the Engineer/Architect may require for review and approval, prior to order or payment of item.
- D. Provide written breakdowns for extra work as the Owner may require.

**1.3 - 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.

**1.4 - PAYMENTS TO BE MADE OUT OF INDEPENDENT LABORATORY TESTING ALLOWANCE**

- A. Include the cash allowance of **\$5,000.00 (FIVE THOUSAND DOLLARS AND ZERO CENTS)** in the amount bid for independent testing laboratory services specified in **Section 014500**.
- B. The actual invoiced charges of the testing laboratory, including toning companies where called for, incurred for field and laboratory tests, as specified only in Section 014500 - Quality Control and 021220 – Abandonment of Commercial Onsite Sanitary Disposal Systems, shall be paid for out of the cash allowance.



- 1. Any other requirement specified herein throughout these specifications for providing the services of an independent testing laboratory, underground utility location company, or similar outside independent service are to be borne by the Contractor.
- 2. All costs for quality control services are to be included as part of the Contract Price (as-bid).
- C. One (1) week prior to each partial payment, submit a certified invoice from each company listing and detailing the total costs incurred since the last invoice.
  - 1. The invoice shall be on company letterhead signed by an authorized representative of the company and shall include man-hours, tests conducted, date of tests and associated costs and fees.
  - 2. Payment for costs will not be made unless the information is provided and certified. Payment for costs will not be made unless the typed test data reports have been received by the Engineer.
  - 3. In the case of pipe toning, flags must be set to delineate the route of underground pipes and utilities prior to submission of partial payment request.
- D. If in the event test results (provided by the independent testing laboratory) show non-compliance with these specifications, then at the option of the Contractor and only with the approval of the Owner, he may re-test samples to verify the original test results at his/her own expense.
- E. Costs for re-testing failed components of the work, when ordered by the Engineer/Architect, will not be paid for out of the cash allowance and will be directly borne by the Contractor.

**1.5 - PAYMENTS TO BE MADE OUT OF UTILITY RELOCATION ALLOWANCE**

- A. Include the cash allowance of **\$10,000 (TEN THOUSAND DOLLARS AND ZERO CENTS)** in the amount bid for use upon the Owner's instructions.
- B. Funds will be drawn from this account to pay for potential utility relocations as specified in Section 014100.
- C. Funds remaining at project closeout shall be credited to the Owner.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **PART 1 – GENERAL**

### **1.1 – SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Division 01 Section “Product Requirements” for administrative procedures for handling requires for substitutions made after Contract award.

### **1.2 – MINOR CHANGES IN THE WORK**

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, “Engineer’s Supplemental Instructions.”

### **1.3 – PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and cost units, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use forms acceptable to Engineer.
- B. Contractor- Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities or products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Engineer.

#### **1.4 – ADMINISTRATIVE CHANGE ORDERS**

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

#### **1.5 – CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### **1.6 – CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in Work, for subsequent inclusion in Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.



**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

## PART 1 – GENERAL

### 1.1 – SECTION INCLUDES

- A. This Section includes the requirements for substitution of specified products during construction.
- B. The Engineer/Architect will consider requests for substitutions only within thirty (30) days from the date of the Notice to Proceed.
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained herein these specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Engineer/Architect for those products named in the bid.

### 1.2 - CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified with the name of 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.

Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted by the Engineer/Architect.

A request for product substitution constitutes a representation that the Contractor:

1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Engineer/Architect for review or redesign services associated with re-approval by authorities.

6. Shall reimburse the Owner for all additional engineering and/or architectural services claimed by the Engineer/Architect for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer/Architect's professional services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.
- B. 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.
  - C. Substitution Submittal Procedure:
    1. Submit three (3) copies of the Request for Substitution FORM for consideration including all required information.
    2. 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.
  - D. The burden to prove product equivalence rests on the Contractor.
  - E. The Engineer/Architect will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
  - F. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

**PART 3 - EXECUTION**

Not Used

**This space left intentionally blank.**



**REQUEST FOR SUBSTITUTION FORM**

Project:

Substitution Request  
Number:

Contractor:

Address:

To:

Date:

H2M Project Number:

Owner:

Contract Name:

Contract No.

Specification Title:

Section:

Page:

Article/Paragraph:

Drawing No(s):

Proposed Substitution:

Manufacturer:

Address:

Trade Name:

Phone #: ( )

Installer:

Address:

Phone #:

History:  New product  2-5 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached

---

Reason for not providing specified item (Attach separate sheet if necessary):

**Typical Similar Installation:**

Project:

---

Engineer/Architect:

---

Address:

---

Owner:

---

Date Installed:

---

Submit complete installation list on separate sheets.

---

Proposed substitution affects other parts of Work:  No  Yes

Explain:



Gross Savings to Owner for accepting substitution: \$ \_\_\_\_\_

Proposed substitution changes Contract Time:  No  Yes

Add / deduct (circle): \_\_\_\_\_ days

Supporting data attached for evaluation of the proposed substitution:

Product Data  Photos  Drawings  Tests  Reports  Samples

Other (explain): \_\_\_\_\_

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
4. Proposed Substitution will have no adverse affect on the construction schedule, or specified warranty requirements.
5. Maintenance and service parts will be locally available for proposed substitution.
6. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.



This request for product substitution also constitutes a representation that I, as the Contractor:

1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Engineer/Architect for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering/architectural services claimed by the Engineer/Architect for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer/Architect's professional services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

---

Contractor's Authorized Representative  
(Typewritten):

---

Authorized Signature:

---

Date:

---

**END OF SECTION**

**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Schedule of Values

**1.02 SCHEDULE OF VALUES**

- A. Submit for approval prior to the start of the work a Schedule of Values that indicates a breakdown of the labor, materials and equipment and other costs used in the preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for such items as excavation, concrete, equipment and all other items making up the lump sum price. The cost breakdown shall be separately itemized for each lump sum bid item in the project.
- B. Where the cost breakdown includes items for bond payment, insurance payment, job set-up, or job mobilization, these items will be paid based on paid invoices and copies of cancelled checks.
- C. Submit a Schedule of Values to the Engineer/Architect for review and approval within 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/Architect reserves the right to revise the form or provide a form prepared by the Engineer/Architect.
- B. Use the Table of Contents of the Contract Specifications as a basis for format for listing costs of work for Sections under Divisions 01-48 as sections apply to work. Not all Sections need be assigned a breakout price as determined by the Engineer/Architect.
- C. Identify each line item with number and title as listed in Table of Contents.
- D. Provide dollar values for each line item for labor, overhead, profit, material, and equipment components for each category of work if requested by the Engineer/Architect.
- E. List quantities of materials specified under unit price allowances.
- F. The Schedule of Values, after approval by the Engineer/Architect, shall be the basis for the Contractor's Application for Payment.
- G. The first Application for Payment will not be reviewed prior to an approved breakdown.

**1.04 PREPARATION OF SCHEDULE OF VALUES**

- A. In addition to the above, provide a separate line item cost for each of the following items which shall be supported by proof where specified below:
  - 1. Mobilization and Demobilization (Amounts shall be equal in value).
  - 2. Performance and payment bonds. (Submit proof of this amount.)
  - 3. Insurance. (Submit proof of this amount.)



4. Preparation of the Project Construction Schedule, and updates, as specified in Section 013300.
  5. Construction photographs as specified in Section 013233. (Submit proof of this amount.)
  6. All Cash Allowance items as contained in Section 012100.
  7. Record Drawing retainage amount specified in Section 017839.
- B. Show total costs including overhead and profit.
- C. Provide additional details and data to substantiate the cost breakdown as requested by the Engineer/Architect.

**PART 2 - PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.1 - SECTION INCLUDES**

- A. Requests for Interpretation or for information
- B. Administration of subcontracts
- C. Coordination of work with utility companies, Owner and the Engineer/Architect
- D. Communication and coordination requirements
- E. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

**1.2 - REQUEST FOR INTERPRETATION OR INFORMATION**

- A. Use the Request for Interpretation/Information Form included within this Section when the Contractor believes that additional information is needed to perform the work of the Contract.
- B. The Engineer/Architect may not respond to any requests unless the form is used.
- C. The Engineer/Architect's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. A signed facsimile or emailed .pdf of the form will be accepted. The original of the form must be signed and provided to the Engineer/Architect's project manager.
- E. The Engineer/Architect will respond in writing to the request as soon as possible.

**1.3 - SUBCONTRACTOR ADMINISTRATION AND COORDINATION**

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.
- C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- D. Sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The Engineer/Architect 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/Architect 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.

**1.4 - 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.

**1.5 - 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.

**1.6 - 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/Architect's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.
- B. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing work which may be indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.
- C. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of all fixtures and outlets with finish elements and work by all other trades.
- D. Coordinate the work by complying with the following:
  - 1. Construction Schedule: 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, fax or email a typed memo addressed to the Engineer/Architect's/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: 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: Within five (5) calendar days from the Notice To Proceed, provide a list of email addresses for each major equipment supplier and local representative, if such exists. A contact person shall be provided for each email address.
  5. Work Plan: Within five (5) calendar days from the date of the Notice to Proceed, submit to the Engineer/Architect a type written work plan in bullet format of the sequence of construction activities from start to finish of construction. A facsimile will not be accepted. All work plans shall include a description of the different major phases of construction as pertaining to the individual construction contract. As a minimum the work plan shall include the tasks and subtasks specified in Section 013216 for the project schedule.
- E. Project Coordination Meetings: Participate in and attend the Project Coordination Meetings as specified below:
1. Up to two (2) project coordination meetings will be held at the Engineer/Architect's or Owner's office as specified herein and in Section 013216.
  2. The meetings will be held when so called for by the Engineer/Architect.
  3. Each meeting may last up to eight (8) hours with one hour for lunch.
  4. The time associated with attendance at the meetings shall be included in the lump sum bid and be subject to a credit of \$150 per hour for each unused hour that the Contractor does not attend.

#### **1.7 - CONTRACTOR'S JOB SITE SUPERINTENDENT**

- A. Employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. Name the job site superintendent within five (5) days of the Notice to Proceed. A letter to the Engineer/Architect shall be provided that names the superintendent.
- C. The superintendent 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 and shall be qualified and experienced person who shall act to schedule and sequence the work on a daily basis.
- F. The superintendent shall be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.
- G. The superintendent shall be on the site for each work day, full time, starting within twenty-one (21) calendar days from the date of the Notice to Proceed through the date of Final Completion, including all punch list items.
- H. The superintendent shall speak English. If required by the Engineer/Architect, 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/Architect to determine the proposed superintendent's ability to properly coordinate the work through the Owner/Engineer/Architect. The Contractor shall employ a superintendent acceptable to the Owner.

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**REQUEST FOR INTERPRETATION/INFORMATION (RFI)**

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT**

**HOTEL INDIGO SEWER EXTENSION**

**CONSTRUCTION CONTRACT NO. RDSD 06-03**

<b>Product, Item, or System:</b>			
<b>Request Date:</b>		<b>RFI No.:</b>	
<b>Specification Section:</b>		<b>Paragraph Reference:</b>	
<b>Contract Drawing Reference(s):</b>			
<b>Describe Request:</b>			
<b>Signed:</b>	<input type="checkbox"/> See Contractor's Attachments for Additional Description for Information		
<b>Owner/Engineer/Architect Response:</b>			
<b>Engineer/Architect (Printed):</b>	<input type="checkbox"/> See Engineer/Architect's Attachments for Additional Information		
<i>Engineer/Architect's Signature &amp; Date</i>		<i>Response Accepted By Contractor</i>	
		<i>Contractor's Signature &amp; Date</i>	
<p>The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Engineer/Architect.</p>			



**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Work of this Section includes the requirements for progress meetings.

**1.02 PRE-CONSTRUCTION CONFERENCE**

- A. The Contractor is required to attend the pre-construction conference at a location, date, and time selected by the Owner.
- B. The owner, a partner, or a corporate officer representing the Contractor shall attend the conference. The job site superintendent and office project manager for the Contractor shall also attend.
- C. The Engineer/Architect 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/Architect 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 the Contractor shall also attend.
- E. Subcontractors shall attend when requested by the Owner or Engineer/Architect at no cost to the Owner.
- F. Meetings will be conducted by Engineer/Architect 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/Architect or any other firm, person or organization related to the project.

**1.05 CONDUCTING MEETINGS**

- A. General - This paragraph covers Owner and/or Engineer/Architect meetings with Contractor and/or his subcontractors. Neither Owner nor Engineer/Architect 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/Architect in advance.
- B. Chairman - When Engineer/Architect/Owner attend meetings, Engineer/Architect, or his duly authorized representative, will act as chairman. Should Owner-Contractor meetings be necessary, Owner will chair such meetings.
- C. Notices - Engineer/Architect 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 Contractor desires a formal meeting, make a request through Engineer/Architect. Except when Engineer/Architect 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/Architect of items desired to be discussed and Engineer/Architect 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**

**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. Prepare a Gantt Chart type schedule and keep it up to date as specified hereinafter.
- C. All schedules shall be submitted in accordance with the requirements contained herein in Section 013300.
- D. Refer to Section 013100 regarding the requirements for attendance at Project Coordination Meetings and additional requirements concerning the submission of other project coordination and sequencing information.

**1.02 CONSTRUCTION SCHEDULE**

- 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/Architect prior to the first payment application.
- D. The schedule, when approved by the Engineer/Architect 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.
- F. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- G. The schedule shall use the following convention:
  - 1. Tasks for the Contractor in blue ink.
  - 2. Task links/task dependency in blue ink.
  - 3. Work by others in green 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.
- H. The schedule shall show the critical sequence items where new units must come on-line before existing facilities go off-line, if applicable to the project. The schedule shall also 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.

- I. Prepare the schedule in a manner so that the actual progress of the work can be recorded and compared with the expected progress.
- J. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- K. 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.

### **1.03 REVISION OF PROJECT PROGRESS SCHEDULE**

- A. Evaluate and provide updated construction schedules monthly in accordance with job requirements. Each update shall be submitted to the Engineer/Architect for information purposes and be provided by the last Friday of every month.
- B. Modify the construction schedule to accommodate coordination of the construction contracts by the Owner/Engineer/Architect without claims for additional compensation or delay.
- C. From time to time, and at stages deemed appropriate by the Engineer/Architect, the Engineer/Architect may issue updated schedules to reflect the project's status. The percent complete for each task may be shown, as determined by the Engineer/Architect.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Project record documents shall be prepared as specified herein.

**1.02 QUALITY ASSURANCE**

- A. Employ a land surveyor licensed in the State where the project is located. The surveyor shall be acceptable to the Engineer/Architect in terms of experience and qualifications.
- B. Submit evidence of the surveyor's errors and omissions (professional liability) insurance coverage in the form of an insurance certificate.
- C. The surveyor shall maintain a minimum coverage of \$1,000,000 for professional liability.
- D. The Owner, Engineer/Architect, and Contractor shall be named as insurance certificate holders.
- E. A thirty-day cancellation notice shall be provided.
- F. Physical work shall not be performed until the certificate is provided and approved by the Owner.
- G. All instruments used on the project shall be of professional quality and in first class condition.
  - 1. All instruments shall have been calibrated by a manufacturer's service station within the last month from the date of first use on the job site.
  - 2. Submit certificate of calibration or paid invoice showing that the unit has been calibrated, if so required by the Engineer/Architect.

**1.03 SUBMITTALS FOR REVIEW**

- A. Submit name, address, and telephone number of Surveyor before starting survey work.
- B. Surveyor's professional liability insurance certificate.
- C. On request, submit documentation verifying accuracy of survey work.
- D. Submit a copy of the site drawing signed by the land surveyor showing locations of other benchmarks set by the surveyor, baseline location and offset hubs. If requested, the Engineer/Architect will provide a reproducible drawing or a drawing in digital format for use by the surveyor.

**1.04 EXAMINATION**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer/Architect of any discrepancies discovered.

**1.05 SURVEY REFERENCE POINTS**

- A. The Contractor's surveyor shall locate and protect survey control and reference points located throughout the project site.



- B. Control datum for survey is that indicated on the Drawings or will be provided by the Engineer/Architect.
- C. Protect survey control points prior to starting any site work. Preserve permanent reference points during construction.
- D. Promptly report to the Engineer/Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. The surveyor shall replace dislocated survey control points based on original survey control when directed by the Engineer/Architect.
- F. Make no changes without prior written notice to Engineer/Architect.
- G. Underground pipelines need not be located using survey control but shall be located using standard survey equipment operated by persons experienced in their operation.

**1.06 SURVEY REQUIREMENTS**

- A. The Engineer/Architect will provide one (1) benchmark.
- B. The Contractor shall, with his own forces, obtain working or construction lines or grades as needed subject to the check of the surveyor. The surveyor shall set offsets.
- C. Establish elevations, lines, offsets and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements, stakes for grading, curbs, fill and topsoil placement, utility locations, slopes and invert elevations.
- D. Provide tie distances on record drawings to all underground structures, valves, pipes, and utilities installed as work of this Contract.
- E. Accuracy of subsurface utility data shall be produced to ASCE 38-02 Quality Level A.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Pre and post-construction photography.

**1.2 PHOTOGRAPHY**

- A. Provide color photographs of the site (pre and post-construction) produced by a professional photographer acceptable to the Engineer/Architect who is regularly engaged. Photographs taken by the Contractor will not be accepted.
- B. Preconstruction Photographs: Provide photographs, taken within the limits of the work, to document existing conditions. Engineer/Architect will designate the date and location of the exposures that will generally be taken just prior to the construction operations. The minimum number of photographs required shall be twenty-four (24). Two (2) duplicate sets shall be provided.
- C. Progress Photographs: The Engineer/Architect will take progress photographs for the Owner's record. The Contractor shall secure his/her own progress photographs.
- D. Final Photographs: Provide post-construction photographs, taken within the limits of the work, to document the final project and the conditions at final payment and issuance of the Final Certificate. The Final Payment will not be processed until such time as the photographs are provided. Engineer/Architect will designate the date and location of the exposures that will be taken. The minimum number of photographs required shall be twenty-four (24). Two (2) duplicate sets shall be provided.
- E. Annotate the following on the back side of each print:
  - 1. Project name and number.
  - 2. Photographer's identification, address, and telephone number.
  - 3. Date and time picture was taken.
  - 4. Location of picture relative to a specific location on the site, (for example, "10 ft. southeast of Operations Building").
  - 5. Direction in which camera was aimed.

**1.3 PRINTS**

- A. Paper Surface (Color): Smooth, glossy.
- B. Contrast (Color): High.
- C. Size for printed photographs: 4-inch x 6-inch.
- D. Commercially purchased album pages suitable for a 3-ring binder shall protect the prints. Deliver to the Engineer/Architect prints placed in the protector page. One (1) print per slot. Do not cover the annotations on the backside of the photograph.



- E. Panoramic photographs shall be taken at appropriate locations.
- F. Bind each set of photographs in a large capacity binder with plastic cover front and back as manufactured by National or equal. Each binder shall be sequentially numbered and show the name of the project on the binder and front cover using white on black ½ inch laminated lettering tape by Brother or equal. Provide an index with each set of photographs in a form acceptable to the Owner.

**1.4 ELECTRONIC MEDIA**

- A. Deliver electronic media with jpeg files and index thumbnail sheet to Engineer/Architect with prints. Provide typed table of contents for each set of prints for each submission.

**1.5 TECHNIQUE**

- A. Provide factual presentation. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

**1.6 SUBMITTALS**

- A. Deliver prints within seven (7) working days after exposure with transmittal letter in accordance with the requirements of Section 013300.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.1 - SECTION INCLUDES**

- A. Requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.

**1.2 - IDENTIFICATION OF SUBMITTALS**

- A. Each submission by the Contractor shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part of this Section. Submittals not containing the form will be returned to the Contractor un-reviewed. The Engineer/Architect will not review project submissions until such time as the form is completed in its entirety. Identify each submittal and resubmittal using the form.
- B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 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 water stop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
  3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
  4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Engineer/Architect so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Engineer/Architect.
- E. Each submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Engineer/Architect's Project Manager as hereinafter defined.

**1.3 - COORDINATION OF SUBMITTALS**

- A. Prior to submitting to the Engineer/Architect, fully coordinate all interrelated work. As a minimum, do the following:
  1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.

2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.
1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors to form a color-coordinated group.
  2. The Engineer/Architect may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

#### 1.4 - TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Engineer/Architect will review submittals in a manner as expedient as possible and will generally send a written response to the Contractor within 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/Architect's review as required under the technical specifications of these documents shall be submitted within thirty (30) consecutive calendar days after the date of the Notice to Proceed. An amount of \$250 per calendar day shall be deducted from payment due the Contractor for each day that an outstanding submittal exists, said amount being the cost associated with the Engineer/Architect's review.
- E. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Engineer/Architect, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

#### 1.5 - DESTINATION OF SUBMITTALS

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Engineer/Architect's project manager, a submittal ID number, and a description of content for the submitted items.
- B. A copy of the TRANSMITTAL FORM shall also be provided to the Engineer/Architect's resident engineer/inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website 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, RF1, Submittals, Action Items, and project Calendar information. You 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/Architect's office as follows:

H2M architects + engineers  
538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, New York 11747  
Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)

**1.6 - CLARITY OF SUBMITTALS**

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying or blueprinting machines.
- B. All electronic submittals shall be 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/Architect's review.

**1.7 - 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. Each SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Engineer/Architect will not review submittals that have not yet been reviewed and approved by the Contractor.

**1.8 - ENGINEER/ARCHITECT'S REVIEW**

- A. Engineer/Architect will review and comment on each submission conforming to the requirements of this Section.
  - 1. Engineer/Architect's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract

Documents only and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.

2. The Engineer/Architect's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Engineer/Architect will mark submittals as follows:
1. NO EXCEPTION TAKEN (A) - No corrections, no marks. The content of this submittal has been reviewed by the Engineer/Architect and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required, and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
  2. MAKE CORRECTIONS NOTED (B) - Minor amount of corrections. The content of this submittal has been reviewed by the Engineer/Architect and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Engineer/Architect shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.
  3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the Engineer/Architect and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Engineer/Architect's comments and resubmitted to the Engineer/Architect for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
  4. REJECTED (D) - The content of this submittal has been reviewed by the Engineer/Architect and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
  5. SUBMIT SPECIFIED ITEM (E)- The content of this submittal has been reviewed by the Engineer/Architect and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
  6. RECEIVED (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/Architect,

3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Engineer/Architect's notes marked on the submittal,
  4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.
- E. Provide an 8-inch by 10-inch space for the Engineer/Architect's review stamp.

### **1.9 - RESUBMISSIONS**

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Engineer/Architect, which did not appear on the previous submissions.

### **1.10 - CONTRACTOR'S RESPONSIBILITIES**

- A. Engineer/Architect's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Engineer/Architect has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

### **1.11 - EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES**

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Engineer/Architect as stipulated below:
  1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
  2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
  3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
  4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500, to determine if the substituted product is equal to that specified.

5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as “No Exceptions Taken” or “Make Corrections Noted”.
7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

#### **1.12 - MISCELLANEOUS SUBMITTALS**

- A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Engineer/Architect for review.
- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.13 - SUBCONTRACTOR LIST**

- A. 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 - SAFETY DATA SHEETS (SDS)**

- A. Comply with “Right to Know” requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled “Toxic and Hazardous Substances” shall be identified to the Owner/Engineer/Architect by the Contractor’s submission of a standard Safety Data Sheet (SDS) in accordance with “Right to Know” requirements.
- C. Products will not be permitted to be kept on site without a SDS.

#### **1.15 - SHOP DRAWINGS**

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Submit each shop and layout drawing to Engineer/Architect in electronic format.

1. After the submittal has been reviewed by the Engineer/Architect, the transparency will be annotated, prints will be made for Engineer/Architect's and Owner's use, records, and distribution.
  2. Engineer/Architect will return the transparency to the Contractor.
  3. Send one print to the Owner as specified above.
- C. Submit one (1) electronic copy 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/Architect. The Engineer/Architect will return an electronic copy of each submittal once reviewed.
- D. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
1. Return submittals which are found to be inaccurate or in error.
  2. Do not submit to the Engineer/Architect until all corrections have been made.
- E. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- F. Make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Engineer/Architect.
- G. Submissions for a single item, or group of related items shall be complete.
- H. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- I. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
  2. Make drawings the same size as the Contract Drawings and to the same scale.

#### **1.16 - SAMPLES**

- A. Where required, or where requested by the Engineer/Architect, submit sample or test specimens of materials to be used or offered for use.
1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Engineer/Architect, prepaid, along with identification as to their sources and types of grades.



- 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Engineer/Architect has completed his review.

**1.17 - MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer/Architect.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

**1.18 - CERTIFICATIONS**

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

**1.19 - WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS**

- A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the work. In such cases, the Contractor shall submit two (2) copies of required Product Data directly to the Engineer/Architect's field representative for information and verification during its incorporation into the work. The SUBMISSION TRANSMITTAL FORM shall always be used.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

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CONTRACTOR'S COMPANY NAME

ADDRESS

**SUBMISSION TRANSMITTAL FORM**

**TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT**

**HOTEL INDIGO SEWER EXTENSION**

**H2M PROJECT NO.: RDSD 06-03**

<b>Product, Item, or System Submitted:</b>			
<b>Submission Date:</b>		<b>Submission Log No.:</b>	
<b>Specification Section:</b>		<b>Paragraph Reference:</b>	
<b>Contract Drawing Reference(s):</b>			
<b>Manufacturer's Name:</b>			
<b>Manufacturer's Mailing Address:</b>			
<b>Manufacturer's Contact Information:</b>	( )		
	<i>Name</i>	<i>Tel. no.</i>	<i>Email</i>
<b>Supplier's Name:</b>			
<b>Supplier's Mailing Address:</b>			
<b>Supplier's Contact Information:</b>	( )		
	<i>Name</i>	<i>Tel. no.</i>	<i>Email</i>
<b>This item is a substitution of the specified item:</b>	<input type="checkbox"/> No		<input type="checkbox"/> Yes
<p><i>Contractor's Approval Stamp with Signature &amp; Date</i></p>	<p><u>Contractor's Brief Comments or Remarks</u> (attach separate letter as needed):</p>		
	<p>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.</p>		



**END OF SECTION**



**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Codes
- B. Governing agencies
- C. Permits

**1.2 CODES**

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.

**1.3 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. 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
  - 15. Village Codes

16. State Education Department

#### **1.4 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. NYSDOT and/or Suffolk County DPW Highway Work or Access permit
  - 3. SCDHS Office of Pollution Control, Bureau of Environmental Investigation and Remediation (BEIR) Pre-Sampling Checklist for Sanitary/UIC Abandonment/Modification with a site sketch;
  - 4. SCDHS Office of Pollution Control Application for Review of Environmental Site Assessment;
  - 5. SCDHS Office of Pollution Control Industrial-Commercial Sanitary Pool Closure Application;
  - 6. SCDHS Office of Wastewater Management Certification of Sewage Disposal System Abandonment (Form WWM-080) for each of the onsite disposal systems.

#### **1.5 COORDINATION WITH ELECTRIC UTILITY COMPANY**

- A. Comply with the utility company requirements for the relocations of incoming electric services as directed by Engineer.
- B. Pay the utility company's charges in connection with relocations of existing services as directed by the Engineer.
- C. An allowance for the utility company's charges is included in Section 012100.

#### **1.6 COORDINATION WITH GAS UTILITY COMPANY**

- A. Comply with the gas utility company requirements including inspection for the incoming gas service as directed by Engineer.
- B. Pay the utility company's charges in connection with the relocation and inspection of existing service.
- C. An allowance for the utility company's charges is included in Section 012100.



**1.7 COORDINATION WITH WATER UTILITY**

- A. Comply with the water utility requirements for potential water and fire service relocations as directed by Engineer.
- B. Obtain and pay for all necessary permits from the water utility. Obtain authority to connect to the existing water mains.
- C. Make necessary connections to existing public water mains under supervision of the water utility representative. Connections to existing public water mains will be made by the water utility.
- D. An allowance for the utility company's charges is included in Section 012100.

**1.8 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.
- B. Make necessary connections to existing public sewer lines under the supervision of sewer department's representative. Connections to the existing public sanitary sewer will be made by the public sewer department.

**1.9 COORDINATION WITH TELEPHONE UTILITY COMPANY**

- A. Comply with the utility company requirements for the relocation of existing incoming telephone services as directed by Engineer.
- B. Pay the utility company's charges in connection with the installation of the incoming service. An allowance for the utility company's charges is included in Section 012100.

**1.10 UTILITY WORK WITHIN NYS DOT AND SUFFOLK COUNTY HIGHWAY RIGHT-OF-WAY**

- A. Utility Work, either overhead or underground, within the boundaries of the NYS DOT or Suffolk County highway right-of-way, shall conform with procedures set forth by either NYS DOT permit requirements or the Suffolk County Department of Public Works Highway Department Utility Highway Work Permit requirements.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.1 ABBREVIATED SUMMARY**

- A. This Section explains the format of the specifications.

**1.2 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 01, 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**

**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Requirements for monitoring the quality of the constructed project.
- B. 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.

**1.2 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.

**1.3 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.

**1.4 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/Architect 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/Architect 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/Architect.
- 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.

### **1.5 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/Architect 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.

## 1.6 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/Architect 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/Architect. 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. Mail reports directly to Engineer/Architect 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/Architect. This does not eliminate nor replace the requirements for a written report.

## 1.8 SCHEDULING - LABORATORY SERVICES

- A. Except where otherwise specified, the Engineer/Architect 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/Architect 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/Architect 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/Architect's request, uncover any work, which has been buried or covered, and perform special tests designated by Engineer/Architect. If the work cannot be tested by other means, Engineer/Architect 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/Architect. 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.

### **1.9 TESTING REQUIREMENTS**

#### **A. Compaction Testing - Soil:**

- 1. Perform compaction testing in accordance with ASTM D2922, Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth) or ASTM D1556 Density and Unit Weight of Soil In Place by the Sand Cone Method.
- 2. Perform tests and analysis of fill material in accordance with ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. Rammer and 12-inch Drop.

#### **B. Compaction Testing - Asphaltic Concrete Pavement:**

- 1. Perform asphaltic concrete compaction testing in accordance with ASTM D2950 - Standard Test Method of Density of Bituminous Concrete in Place by Nuclear Methods.
- 2. Calibrate nuclear density measurement equipment based on theoretical maximum specific gravity of asphaltic concrete pavement material.
- 3. Perform test to determine theoretical maximum specific gravity in accordance with ASTM D2041 Theoretical Maximum Specific Gravity of Bituminous Pavement Mixtures. Perform test on mix at plant prior to delivery. Collect sample at plant in accordance with ASTM D979 - Sampling Bituminous Paving Mixtures and perform test in approved laboratory if plant does not have necessary equipment.

#### **C. Concrete Testing:**

- 1. Collect samples in accordance with ASTM C172, Practice for Sampling Freshly Mixed Concrete.
- 2. Make test cylinders in accordance with ASTM C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
- 3. Test concrete cylinders in accordance with ASTM C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- 4. Test slump and air entrainment.

D. Asphalt Testing:

1. Collect samples at point of delivery in accordance with ASTM D979, Standard Practice for Sampling Bituminous Paving Mixtures.
2. Perform extraction test in accordance with ASTM D2172, Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures.
3. Perform gradation test in accordance with ASTM C136, Method for Sieve Analysis of Fine and Coarse Aggregates.

**1.10 TESTING SCHEDULE**A. Compaction Testing of Soil:

1. Pipe Installation: As directed by the Engineer/Architect.
2. Concrete flatwork: As directed by the Engineer/Architect.
3. Pavement subgrade: As directed by the Engineer/Architect.

B. Concrete Testing: Make six (6) concrete test cylinders for each 50 cubic yards or fraction thereof.

1. Test two (2) cylinders at 7 days.
2. Test two (2) cylinders at 28 days.
3. The remaining cylinders shall be tested at a time to be determined by the Engineer/Architect. This requirement shall be subject to change as required by the Engineer/Architect.

C. Asphalt Testing: As directed by the Engineer/Architect.D. Compaction Testing of Pavement: As directed by the Engineer/Architect.**1.11 FIELD OBSERVATION OF CONTRACTOR'S WORK**

- A. The Engineer/Architect will provide periodic observation of the Contractor's work in accordance with the General Conditions of the Contract.

**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/Architect. Conduct field sampling and testing in the presence of Engineer/Architect. Provide all materials, equipment, facilities and labor for securing samples and test specimens and for performing all field-testing.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Temporary facilities, utilities, and controls to be furnished by the Contractor for this project.

**1.2 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. Contractor shall comply with all requirements of the Act.
- B. Take every precaution and 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.

**1.3 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.

**1.4 SUBMITTALS**

- A. 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.
- B. Submit the following:
  - 1. Name and qualifications of person or persons who shall be available to render first aid.
  - 2. Names, addresses and telephone numbers of personnel who can be telephoned and act on behalf of Contractor in the event of emergencies or other problems requiring prompt attention during winter shutdown, holidays, nights and other periods when the Contractor's superintendent may be absent from the project site.

### **1.5 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**

### **2.1 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/Architect, and these shall be located and operated so as not to interfere with the operation of the facilities.

### **2.2 BARRIERS AND PROTECTION**

- A. 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.

### **2.3 TEMPORARY FENCING**

- A. The Contractor is responsible for performance compliance with OSHA standards.
- B. 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-inch diameter steel pipe at 4-feet on-center as support posts.
3. Stake each support post to a depth of 18-inches and tamp securely into place.
4. Each post shall be plumb.
5. Secure fencing to posts using heavy-duty 12-inch 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.

#### **2.4 EROSION CONTROL**

- A. Provide measures to keep the ground surface well drained, but avoid erosion of embankments, excavations, the project site, and adjacent areas.
- B. 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/Architect 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. Install erosion control measures as shown on the Drawings.

#### **2.5 DUST CONTROL**

- A. 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/Architect'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/Architect.
- E. Provide all roadways with dust control.

#### **2.6 RUBBISH REMOVAL**

- A. The Contractor shall be responsible for overall rubbish removal.

- B. Burning of rubbish and trash will not be permitted.
- C. Dispose of rubbish and waste materials in accordance with state regulations and local ordinances.
- D. Place rubbish containers at locations selected by the Engineer/Architect.
  - 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 three (3) 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.
- E. Maintain site free of trash and debris.

## **2.7 ENCLOSURES**

- A. 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.

## **2.8 SECURITY**

- A. 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.

## **2.9 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/Architect.
- D. If designated on the Contract Drawings, then only use those areas for parking.

## **2.10 DAMAGES**

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

**2.11 FIRST AID FACILITIES & EMERGENCY TELEPHONE NUMBERS**

- A. Provide and maintain adequately equipped first aid facilities in a location or at locations that are readily accessible to workmen, Engineer/Architect 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/Architect.

**2.12 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. Provide control measures 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.

**2.13 REMOVALS**

- A. Remove all items provided under this Section except as otherwise specified.

**PART 3 - EXECUTION****3.1 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/Architect.
- D. Any contents from the pipes, sewers or conduits shall be immediately removed and disposed in accordance with applicable laws.



**3.2 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/Architect.

**3.3 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**

**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work under this section includes furnishing all labor, materials, equipment and appliances necessary to maintain both vehicular and pedestrian traffic, to protect the public from all damage to person and property, and to minimize inconveniences to the residences and businesses adjacent to the contract area for the duration of the contract. All work shall be done in accordance with the specifications, and the appropriate State, County or local agency, and in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

**1.2 SYSTEM DESCRIPTION**

- A. Maintain traffic over a reasonably smooth travel way which shall be so marked by signs, delineations and/or other methods so that a person who has no knowledge of conditions can safely, and with a minimum of discomfort and inconvenience, ride, drive or walk over all or any portion of the roadway under construction. This shall include the maintenance of temporary pavement in accordance with the appropriate temporary pavement specifications.
- B. Prepare and submit a plan to the Engineer, outlining a schedule of operations for the maintenance, protection and detouring of traffic, showing in complete detail the methods, sequences, procedures and facilities he proposes to install. If required, Contractor shall also submit a detailed maintenance and protection of traffic scheme to the appropriate local agency and shall secure written approval from that agency prior to beginning work.
- C. For work on State highways, the Contractor will be required to prepare and submit a detailed maintenance and protection of traffic plan to the New York State Department of Transportation (NYSDOT) for approval before a road opening permit can be issued and work can begin. All detour schemes and maintenance details shall conform to the requirements of the latest edition of the MUTCD and Section 619 of the New York State Standard Specifications dated January 2, 2008, and latest addenda.
- D. The Contractor is placed on notice that the maintenance and protection of traffic over this highway during construction is considered as important and necessary an item of work as is the actual construction itself. The Contractor shall at all times conduct his operation in a manner to ensure the safety of motorists, pedestrians and his own employees.
- E. Protect the user from damage to person and property by reason of any construction operation (i.e., painting, paving, blasting, tree work, demolition, etc.) by such protective screens, devices or methods as are approved by the appropriate governing agency.
- F. Under this item Contractor shall be responsible for the maintenance within the limits of the contract of the entire pavement, drainage facilities and other highway elements, both old and new, beginning on the date construction commences and ending on the date the contract is officially accepted.
- G. Schedule work to minimize the amount of the old travel way that is destroyed or substantially damaged at any one time.
- H. Throughout the course of the work, the health and welfare of the people shall be provided for. Ascertain, at least one week in advance of proposed work, the specific needs of individuals whose homes or places of business may be inaccessible for periods of time while required construction work is in progress. In all such cases, make all arrangements with health, safety and

protective agencies to ensure that any and all emergency or accidental needs of seriously hampered people will be cared for. Roads which must be closed to traffic completely shall be completed during the normal work week. One week's advance notification of construction shall be given to affected area residents.

### 1.3 SUBMITTALS

- A. Submit a detailed maintenance and protection of traffic plan to the appropriate State, County or local agency with jurisdiction of the work area and secure written approval from that agency prior to beginning work.
- B. Provide a copy of approved plan to Engineer.

### 1.4 MATERIALS

- A. Materials used shall comply with the requirements for the various items or materials as established in the specifications or the plans.
- B. Temporary signs, delineators, barricades, lighting and other warning and guiding devices shall be as approved by the appropriate State, County or local agency, and will remain the property of the Contractor.
- C. Thirty to fifty-gallon drums or containers set on end may be used as delineators, provided they are painted orange and white and kept clean at all times. Other markers or delineators may be circular or rectangular in shape and shall be constructed of reflective sheeting having a minimum area of 20 square inches or reflective buttons having a minimum diameter of 3-inches. Reflective delineators or markers shall be yellow, green or amber.
- D. Cones shall be standard 28-inch height. The minimum diameter at the base shall be 12-inches. Cones shall be orange in color.

## PART 2 - EXECUTION

### 2.1 PROTECTION

- A. General - Provide a travel way suitable for maintaining a minimum of one lane of traffic.
- B. Warning Signs and Delineators
  - 1. Erect barricades, detour signs, warning lights and other facilities approved by the appropriate State, County or local agency at the beginning, end and for the entire length of any detours to adequately warn the traveling public that the road is closed and indicate the direction and route of the detour. Conduct operations to ensure a minimum of delay to traffic.
  - 2. Furnish, erect and maintain proper reflectorized signs, indicating to motorists the status of the highway under construction. Warning signs used in conjunction with work zone activities shall have an orange background with black legend.
  - 3. Keep signs clean, mounted at a height of at least five feet so as to be effective both day and night. Sign supports shall display the sign panel in a vertical position. Use signs, warnings, delineators and barricades to adequately inform the motorist of any unusual or unsafe condition and to safely and clearly guide him through the contract area. Place

and light such signs, barricades, warnings or devices as to give timely warning and permit the motorist to take the necessary action to traverse the area safely.

4. Mount delineators so that the bottom of the reflective unit is 4 feet above the elevation of the travel way. Mark any area judged by the Engineer to be particularly hazardous by the use of signal flashers with a large reflectorized orange lens, in addition to the reflective markings.
5. Place a green reflective marker on each side of the designated safe entrance to commercial establishments. Keep the entire area between adjacent green markers safe and smooth for convenient ingress and egress.
6. All signs, markers and other facilities shall indicate actual conditions existing and shall be moved, removed or changed immediately, as conditions require. Details and types of signs, temporary barricades, timber curb and other devices as shown on Standard Structure Sheets, Manual of Uniform Traffic Control Devices of the New York State Traffic Commission. These are minimum requirements and the Contractor shall have an adequate quantity of each available for use as required. The Engineer may, if conditions exist, require additional signs. In that event, they shall be consistent with the arrangements, material requirements and details of those shown on the Standard Structure Sheets.
7. Flashing arrow boards shall be positioned at the beginning of the taper for all mainline travel lane closures. One arrow board shall be used for each taper. The arrow boards shall be mounted so that the base of the panel is at least seven (7) feet above the pavement surface. Arrow boards shall not be used for lane shifts where there is no reduction in the number of lanes.
8. Maintenance
9. Take necessary steps to prevent signs from being blown over or displaced by passing vehicles. Ballast used to stabilize sign supports shall be bagged sand or other suitable material approved by the Engineer and shall be located at ground level.
10. Take necessary steps to prevent cones from being blown over or displaced by passing vehicles. The contractor shall accomplish this by doubling cones or by the use of sandbag rings.

C. Flag persons

1. Whenever it is necessary to maintain traffic, employ a sufficient number of competent flag persons during the time traffic is maintained. Provide a sufficient number of flag persons in areas where traffic is congested, particularly where construction equipment is operating.
2. Workers shall wear hard-hats and safety vests in accordance with Section 107-05 of the Standard Specifications of the New York State Department of Transportation. Flag persons shall wear orange hard-hats and safety vests while flagging. Flag persons shall be equipped with stop/slow paddles or 24-inch x 24-inch red flags. Flag persons should be instructed in their duties.

D. Maintain all existing highway signs and supports within the contract limits for the duration of the contract.

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- E. Remove existing signs; store, protect and keep them clean; and replace them when shown on the plans or as directed by the Engineer. Signs not to be replaced shall be cleaned and delivered to the location as directed by the Engineer.
- F. Replace signs or markers lost or damaged.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. This Section includes general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

**1.2 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/Architect may check all, or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer/Architect in carrying out such checks.
1. Such checking by the Engineer/Architect shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
  2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Engineer/Architect advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.
- D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.
- E. At the request of the Engineer/Architect, 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.

### 1.3 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

### 2.1 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/Architect 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/Architect reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
- F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Engineer/Architect.

## **2.4 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**

### **3.1 PREPARATION**

- A. Prior to work under any Section, carefully inspect the work of all other prime trades and verify that all such work is in conformance with the Contract Documents and is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Engineer/Architect.
- E. Do not proceed with the work under any Section until these conditions are obtained.

### **3.2 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.

### 3.3 FIELD QUALITY CONTROL

- A. Neither observations by Engineer/Architect nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Engineer/Architect with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
  - 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
  - 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
  - 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

### 3.4 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.

### 3.5 UNCOVERING WORK

- A. Unless otherwise specified or directed by Engineer/Architect, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Engineer/Architect.
- B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to covering the work. Immediately comply with the Engineer/Architect's direction to uncover the work if tie distances were not obtained.

- C. If any work has been covered with Engineer/Architect's consent and Engineer/Architect considers it necessary or advisable that covered work be observed or tested, the Contractor, at Engineer/Architect's request, shall uncover, expose or otherwise make available for observation, or testing as Engineer/Architect 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 and architectural 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.

### **3.6 DEFECTIVE WORK**

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.
- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

**END OF SECTION**

**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. 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 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.

**1.03 STORAGE**

- A. Store and protect products in accordance with the manufacturer's instructions.
- B. 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.
- C. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- D. Provide adequate ventilation to avoid condensation.
- E. 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.
- F. Do not store volatile liquids in any building on site.
- G. 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.
- H. Store with seals and labels intact and legible.

**1.04 PROTECTION OF WORK**

- A. Protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.



- B. Cover and protect products from dust, moisture or physical damage. Protect finished surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Engineer/Architect to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer/Architect at no additional costs.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1 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.

### **1.2 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.

### **1.3 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/Architect.
- B. Engineer/Architect 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/Architect to determine whether defects exist. Retest all portions of the work deemed necessary by the Engineer/Architect prior to Substantial Completion.

### **1.4 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/Architect.

### 1.5 SEQUENCING AND SCHEDULING

- A. Notify Engineer/Architect 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 prior to backfilling.
- C. At Engineer/Architect'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

### 2.1 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

### 3.1 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.

### 3.2 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.

### 3.3 TESTS FOR NON-PRESSURE PIPING

#### A. General:

1. Leakage shall be determined by exfiltration testing. The Engineer/Architect 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 manhole pipe.
3. Fill upstream manhole with water and conduct test for six (6) hours.
4. Upon satisfactorily completing the test, remove the downstream plug in the presence of Engineer/Architect. Do not touch nor remove anything until approved by Engineer/Architect.
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.

### 3.4 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 6 inch diameter dial and a pressure range not in excess of 150% of the maximum required test pressure.
- 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/Architect.
- 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.

### 3.5 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.

### 3.6 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/Architect 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.

### 3.7 RETESTING

- A. Pipes, tanks and manholes not passing the tests shall have all defects corrected with methods approved by the Engineer/Architect to the inspection and satisfaction of Engineer/Architect 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/Architect.

## 3.8 SCHEDULE

**LEAKAGE TESTING REQUIREMENTS**

SERVICE	FLUID	PRESSURE	DURATION (Hrs.)	ALLOWABLE LEAKAGE (Note 1)		
				UNDERGROUND		EXPOSED
				Infil.	Exfil.	
Non-Pressure Piping	Water	4ft.	6	100	100	None
Pressure 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**



**PART 1 - GENERAL**

**1.1 SUBMITTALS**

- A. Submit the following documents to the Engineer/Architect before Substantial Completion:
  - 1. Project Record Documents as specified in Section 017839.
  
- B. Submit the following items to the Engineer/Architect with the final application for payment:
  - 1. Final Payment approved by the Engineer/Architect for Contractor's execution showing final amount of Contract including change orders.
  - 2. Maintenance Bond prepared in accordance with the Contract or General Conditions.
  - 3. Utility company signoffs and inspection approvals, if applicable.
  - 4. Federal, state, county, town and local signoffs and inspection approvals, where applicable.
  
- C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Engineer/Architect's acknowledgment of receipt or approval.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**



**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Maintenance of documents
- B. Recording of record information
- C. Submission of record documents
- D. Underground pipeline documentation.

**1.2 PLANS AND SPECIFICATIONS FURNISHED TO THE CONTRACTOR**

- A. A CD containing a complete set of Contract Documents (plans, specifications and addenda) in PDF format will be furnished to the Contractor.

**1.3 MAINTENANCE OF DOCUMENTS**

- A. 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. Make these documents available for use by the Owner, Engineer/Architect, regulatory agencies and other parties designated by the Owner.
- C. Maintain these documents in a clean, dry, legible condition throughout the entire contract period.

**1.4 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. Include a lump sum of \$3,000 in the bid amount for preparation of record drawings.
  - 1. Stipulated amount will be released when the record drawings have been accepted by the Engineer/Architect.
  - 2. Satisfactory evidence shall be provided by the Contractor demonstrating compliance with these specifications and said drawings have been delivered and deemed in compliance with the specifications by the Engineer/Architect.

3. Progress payments will be allowed against the line item in the Schedule of Values only if record documents are considered accurate and up-to-date by the Engineer/Architect.
- D. Do not permanently conceal any work until required information has been recorded.
1. Legibly mark the Contract Plans to record actual construction, including, but not limited to the following:
    2. All as-built work.
    3. All approved field changes and conditions.
    4. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
    5. Location of underground conduits, boxes, devices. Wire sizes (AWG) and types installed. Number of active and spare wires in each conduit and conduit size (applicable where work involves electrical construction).
    6. Tied-down location of all underground process lines and buried valves.
- E. Shop Drawings: Maintain as record documents. Legibly mark-up to show changes made due to field conditions encountered during construction.

### 1.5 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.

### 1.6 SUBMITTAL OF RECORD DOCUMENTS

- A. At Substantial Completion, deliver one (1) preliminary record set of as-built documents to the Engineer with all changes conspicuously ballooned or otherwise emphasized.
- B. The work will not be considered substantially complete until such time as the preliminary record documents are delivered and acceptable to the Engineer. Mark this set "Preliminary Record Drawings".
- C. Prior to Final Completion, conform the preliminary record drawings to the comments made by the Engineer and then provide the Owner a complete reproducible set of as-built drawings on a CD in DWG format.
- D. As-built drawings shall be the same size as the Contract Drawings, with 1/2-inch margins space on three sides and a 2-inch margin on the left side for binding.

- E. Each drawing shall bear in the title box the words "FINAL RECORD DRAWINGS" and the name of the Contractor in heavy black lettering 1/2 inch high and be certified as complete and accurate.
- F. As a convenience, Engineer will make available to the Contractor electronic media of the Contract Drawings for the sole purpose of the Contractor preparing as-built drawings.
- G. Electronic media made available is without guarantee of compatibility with the Contractor's software or hardware.
  - 1. If the Contractor wishes to take advantage of this offer, the Contractor will be required to execute an indemnification and hold harmless agreement with the Engineer. Electronic media will be provided free of charge on disc in a zipped format.
  - 2. Electronic media shall be returned to the Engineer upon acceptance of the as-built drawings by the Owner.

#### **1.7 RELATED DOCUMENTS**

- A. Provide certificate of release of liens if requested by the Engineer/Architect.

#### **1.8 UNDERGROUND PIPELINE DOCUMENTATION**

- A. 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. Provide each pipe installation crew with a digital camera capable of an 8 mega-pixel quality picture using Smart Media, Compact Flash Media, or Memory Stick cards as the media within the camera.
- C. The foreman shall submit photographs of the pipe that has been installed via Newforma® within three (3) working days of taking photograph in accordance with the requirements of Section 013300.
- 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. "THICK. SLUDGE", "SBR 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**

## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- A. Abandonment of existing wastewater disposal systems and leaching pools.

### **1.2 SYSTEM DESCRIPTION**

- A. Abandon existing wastewater disposal systems in accordance with Suffolk County Department of Health Services requirements.

### **1.3 SUBMITTALS**

- A. Submit copy of 6NYCRR Part 364 Scavenger Waste Hauler license for waste hauler.
- B. Submit copies of waste hauler disposal receipts from Scavenger Waste Plant for each system pump out.
- C. Submit copies of Suffolk County Department of Health Services Pre-Sampling Checklist for Sanitary/UIC Abandonment/Modification with a site sketch.
- D. Submit copies of Suffolk County Department of Health Services Office of Pollution Control Application for Review of Environmental Site Assessment.
- E. Submit copies of Suffolk County Department of Health Services Office of Pollution Control Industrial-Commercial Sanitary Pool Closure Application.
- F. Submit copies of Suffolk Department of Health Services form WWM-080 – Certification of Sewage Disposal System Abandonment for each property.

### **1.4 SEQUENCING AND SCHEDULING**

- A. Conduct work to abandon existing wastewater disposal systems after each sanitary sewer connection is in service.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Select backfill material shall pass through a 4-inch sieve. Select gradable backfill material shall consist of well graded sand or sand and gravel mixtures passing 0% to 70% by weight of particles through a No. 4 sieve and containing less than 15% by weight of particles passing a No. 200 sieve, as determined by washing through the sieve in accordance with ASTM Specification D1140.

## **PART 3 - EXECUTION**

### **3.1 ABANDONMENT**

- A. Septic tank and leaching pools that are part of the existing wastewater disposal systems shall be abandoned in accordance with the requirements of Suffolk County Department of Health Services (SCDHS).
  - 1. Perform environmental evaluation per requirements of SCDHS Office of Pollution Control for approval prior to the abandonment of sanitary systems and connections to the municipal sewer.
    - a. Ensure access to all structures scheduled for abandonment.

- b. Collect samples from contents of each structure to be abandoned under the oversight of personnel from SCDHS Office of Pollution Control;
    - c. Analyze samples using a NYSDOH ELAP Certified Laboratory for volatile organic and semi-volatile organic compounds, heavy metals, as well as any additional parameters to be determined on a case-by-case basis by SCDHS. Lab analysis costs to be reimbursed under the Testing Allowance.
  - 2. Remediation of contaminated materials, if detected in the lab analysis, shall be coordinated in accordance with Section 012600 – Contract Modification Procedures.
  - 3. Pump contents from each structure to be abandoned upon authorization from SCDHS following the results of the lab analysis and/or acceptance of any required remediation and dispose of the waste materials at a registered waste handling facility. Provide Owner with a copy of all paper work associated with the disposal of the waste materials removed from the existing onsite sanitary disposal system.
- B. For tanks and pools in lawn areas, remove and dispose of cover, chimney and dome sections prior to backfilling.
- C. In paved areas, tanks and pools shall remain in place. Backfill structures to grade and reinstall cover.
- D. The structures shall be filled with clean select material, free of organic matter and frozen lumps. Backfill material shall be compacted to a minimum of 95% of maximum density at optimum moisture, as determined by ASTM D1557, Method C.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Retain an independent utility locator service company with a minimum of five (5) years of experience to field locate, mark, and stakeout existing underground utilities and service connections. The company shall be equipped with the latest state-of-the-art equipment.
- B. If required, determine the exact location of utilities by hand excavated test pits or through vacuum methods. Support and protect all utilities to remain in place.
- C. Field locate, mark, and stakeout underground utilities prior to excavation.
- D. Use different colored markers for each separate utility run. Immediately take digital photographs to document the mapped utilities and provide same to the Engineer.
- E. Contractor shall be responsible for the location of all utilities within areas of excavation, and all costs associated with the repair of utilities hit/damaged during construction.

**1.2 TEST HOLES**

- A. Test holes shall be performed by air vacuum excavation key-hole technology or other non-destructive techniques on existing utilities. One call notification and permit applications shall be made prior to test hole excavation as necessary.
- B. The test holes shall be staked at the site by contractor personnel utilizing a tape or survey instrument as deemed necessary. Test hole openings shall be a minimum 8" x 8" and typically not larger than 12" x 12". Excavate to expose the utility in a careful manner with the utmost concern for the safety of personnel, the public and surrounding property. Complete a field test hole form for each excavation that indicates at a minimum parameter required by the ASCE/CI Standard 38-02, which includes: depth to the utility, outside diameter, height of conduits or encasement, utility material, pavement type/ thickness and general soil type.
- C. Place permanent marker over a reference point on the utility flush with grade. Typically, this reference point is the centerline of pipes or the edge of concrete structures. A minimum of three (3) ties shall be taken to the permanent marker. The depth to the reference point on the utility shall also be measured plumb to the permanent marker.
- D. Backfill excavation utilizing excavated materials or a self-compacting aggregate. Pavement restoration shall be made as per temporary pavement requirement on the Contract Drawings.
- E. Test hole permanent markers shall be located using conventional or GPS survey equipment. The test hole markers shall be directly located to provide horizontal and vertical coordinates for the locations relative to the project coordinate system.
- F. Do not backfill test holes until directed by the Engineer. Photographs of exposed piping shall be taken by the Contractor and kept on file for the duration of the project. Duplicate prints shall be provided to the Engineer. Annotate on the back of each print the location of the photograph, the name of the exposed line, and the date it was taken. All photographs shall be taken using a digital camera. The digital file shall be provided to the Engineer. All prints shall be 4 inches by 6 inches. Trenching for new buried pipelines shall not be started until the locations of existing pipes and utilities are verified.

**1.3 SUBMITTALS**

- A. Submit detailed experience and qualifications description of underground utility locator service. Experience and qualifications package should include a description of the types of utility locator equipment and experience that can be provided.
- B. At the end of this project, provide three (3) sets of paper and one (1) copy of electronic plans documenting all utilities located and identified. All documentation shall be referenced to existing data (horizontal and vertical) previously established.

**1.4 COORDINATION AND SCHEDULING**

- A. General Location: Within areas of excavations all utilities shall be field located, and their locations marked at least one (1) day prior to the performance of the required excavation.
- B. The performance of hand excavated test pits or vacuum excavations to determine the utilities exact location shall be performed just prior to performing the work to minimize the time that excavated areas will be exposed to erosive conditions.
- C. Coordinate work with the Engineer to minimize utility disruptions and facility operations. The Engineer shall be notified at least three (3) working days prior to performing the work, and should be provided a schedule for the works progression

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

**3.1 FIELD QUALITY CONTROL**

- A. The Engineer may limit or restrict scheduling of the utility locator service based upon project progress.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 – SECTION INCLUDES**

- A. Formwork, shoring, bracing, and anchorage.
- B. Concrete reinforcement and accessories.
- C. Cast-in-place concrete.
- D. Concrete curing
- E. Final concrete finishes

**1.2 - REFERENCES**

- A. ACI 301 – Specification for Structural Concrete.
- B. ACI 304 – Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- C. ACI 305 – Hot Weather Concreting.
- D. ACI 306 – Cold Weather Concreting.
- E. ACI 308 – Guide to Curing Concrete.
- F. ACI 318 – Building Code Requirements for Structural Concrete.
- G. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- H. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
- I. ASTM C33 - Concrete Aggregates.
- J. ASTM C94 - Ready-Mixed Concrete.
- K. ASTM C150 - Portland Cement.
- L. ASTM C260 - Air Entraining Admixtures for concrete.
- M. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- N. ASTM C494 - Chemical Admixtures for Concrete.

- O. ASTM C618 - Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
- P. ASTM C1602 – Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
- Q. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
- R. CRSI 63 – Recommended Practice for Placing Reinforcing Bars.

### 1.3 - SUBMITTALS

- A. Comply with the requirements contained in Section 013300 - Submittals.
- B. Product data shall be submitted for all products specified herein.
- C. Prepare and submit shop drawings. Indicate reinforcement sizes, spacing, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules, splicing and supporting and spacing devices. Indicate formwork dimensioning, materials, arrangement of joints and ties. Submit details of temporary handrailing.
- D. Submit formwork shop drawings prepared under the supervision of a professional engineer registered in the State where project is located who shall be qualified as a structural engineer. Shop drawings shall bear the seal and signature of said licensed Professional Engineer.
- E. Submit the following related to design mixes:
  - 1. Name, address, and telephone number of Contractor's laboratory.
  - 2. Mix proportions.
  - 3. Source of cement, type, brand, and certified copies of mill reports, including physical and chemical analysis.
  - 4. Source of fine aggregates and results of tests made in accordance with ASTM C33 and ASTM C40.
  - 5. Source of coarse aggregates and results of tests made in accordance with ASTM C33.
  - 6. Catalogue cuts of all admixtures.

7. Furnish test results of slump, air entrainment and water-cement ratio for each mix design.
  8. For each mix proposed, make and cure four (4) standard 6 in. concrete test specimens in the lab in accordance with ASTM C192. Furnish compression test results made in accordance with ASTM C39. Break two (2) cylinders at seven (7) days and two (2) at 28 days.
  9. If the concrete is intended to be pumped, design mix accordingly and submit certification that it has been tested for pumping.
- F. Submit proposed concrete mix design for each type of concrete at least 30 calendar days prior to the first scheduled concrete pour. The Contractor's testing laboratory shall develop concrete mix designs and test all materials and mixes for conformance with these specifications.
- G. Furnish the Engineer's field representative with the transit-mix delivery slips.

#### 1.4 - QUALITY CONTROL

- A. Comply with the referenced standards specified in paragraph 1.03 above.
- B. Perform testing under the provisions of Section 014500 - Quality Control.
- C. Laboratory testing costs associated with the work of this Section shall be included in bid price. Arrange to have a qualified technician present at the prescribed time.
- D. Perform all work in accordance with ACI 301.
- E. Fabricate concrete reinforcing in accordance with CRSI 63.
- F. Provide field quality control as specified herein this Section.
- G. Procure concrete from a single approved central commercial batching plant. To further insure consistency, coloring, finish and quality, all aggregates, cement, water and other ingredients shall each be secured from the same source for the duration of the project.
- H. The batching plant and raw materials may be subject to inspections and tests performed by the Engineer.
- I. Provide an adequately sized, insulated curing box to house concrete test cylinders, at the discretion of the Engineer, for the 24-hour period between concrete pour and sample pick-up by the testing lab. Cure cylinders in the same fashion as the in-place concrete.

- J. Locate curing box away from the main construction area. Block up off the ground.
  - 1. Maintain a sheet in a waterproof sheet protector to log the placement and removal of the concrete test samples by the testing lab.
  - 2. Minimum information to be logged for each pour date shall include: date of pour, date of pick-up, weather conditions at time of pour, number of cylinders added, number of cylinders removed, location of pour, testing lab field technician name.
- K. If the adopted mix fails to produce concrete meeting the requirements for strength and placeability, the Engineer may order additional cement or adjustments to mix proportions at no extra cost to the Owner.

### **1.5 - REGULATORY REQUIREMENTS**

- A. Conform to ACI 304 and all applicable codes for placement of concrete and related work.

### **1.6 - TESTS**

- A. Testing and analysis of concrete shall be performed under the requirements contained in Section 014500 – Quality Control.
- B. The testing laboratory shall take cylinders, perform slump, and air entrainment tests in accordance with ACI 301.

### **1.8 - COORDINATION**

- A. Coordinate work under provisions of Section 013100 - Project Management and Coordination.
- B. Coordinate work of other Sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- C. Notify Engineer a minimum of three (3) working days prior to commencement of concrete pours.

### **1.9 - DELIVERY, STORAGE AND HANDLING**

- A. Store cement off the ground in a dry, weatherproof, adequately ventilated structure with provisions to prevent absorption of water.
- B. Transport dry concrete batches from the central plant to the site in approved truck mixers conforming to the requirements of the Truck Mixer Manufacturer's Agitating Standards. Each

truck shall contain a plate stating the capacity, drum speeds and be provided with a revolution counter.

### 1.10 - ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when the ambient temperature is below 40 degrees F. or when the concrete temperature exceeds 85 degrees F. Under certain circumstances, the Engineer may approve the placement of concrete under the above conditions, provided that the procedures of ACI 305 and ACI 306 are strictly adhered to.
- B. Do not place concrete when the conditions may adversely affect the placing, curing or finishing of concrete, or its strength.
- C. Comply with the requirements contained in Section 016500 - Product Delivery, Storage and Handling.

## PART 2 - PRODUCTS

### 2.1 - MATERIALS

- A. Plywood forms: Douglas Fir species, solid one side grade and sound undamaged sheets. Thickness of wood shall be as required to support weight of concrete with minimal deflection.
- B. Steel forms: Minimum 16 gage (1.5 mm) thick, stiffened to support weight of concrete with minimum deflection.
- C. Form ties: Snap-off metal, of fixed length, cone type.
- D. Reinforcing: ASTM A615, 60 ksi (414 Mpa) yield grade billet steel deformed bars; uncoated finish, size and dimensions as indicated on plans.
- E. Welded steel wire fabric: Plain type, ANSI/ASTM A185; in flat sheets; uncoated finish; size and dimensions as indicated on plans.
- F. Cement: ASTM C150, Type II, Portland type, gray color.
- G. Fine and coarse aggregates: ASTM C33. (No. 57 or No. 67).
- H. Water: Compliant with ASTM C1602.

**2.2 - ACCESSORIES**

- A. Air entraining admixture: ASTM C260.
- B. Chemical admixture: ASTM C494, Type as required.
- C. Form release agent: Bio-Release EF or equal; colorless, water based, non-toxic, V.O.C. compliant, environmentally safe material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete; manufactured by Dayton Superior or equal. Agent shall not be detrimental to the environment.
- D. Sealant: ASTM D1190; hot applied rubber compound manufactured by BURKE COMPANY or equal.
- E. Absorptive mat: Burlap-polyethylene, 8-oz/sq. yd (270-g/sq. m.), bonded to prevent separation during use.
- F. Membrane curing compound: Moisture Retention complying with ASTM C309. Products: Eucocure VOX as manufactured by Euclid or equal.

**2.3 - MIXES**

- A. Concrete Fill:
  - 1. Compressive strength (28 days): 2000 psi
  - 2. Maximum water (cement ratio by weight): 0.50
  - 3. Slump: 6 +/- 1 inch
  - 4. Large Aggregate: 1 1/2" gravel, ASTM C33, No.57
- B. Use admixtures only when approved by the Engineer.

**PART 3 - EXECUTION****3.1 - EXAMINATION**

- A. Verify lines, levels, and measurement before proceeding with formwork. Ensure that dimensions agree with the plans.
- B. Inspect the formwork and reinforcing that it has been properly set and secured and that all items to be embedded, built-in or pass through concrete are at their proper locations and elevations.

- C. Verify that all other prime contractors have installed concrete inserts, sleeves and embedded elements of the project, such as conduit, and that their work has been totally completed and inspected by the Engineer.

### **3.2 - FORMWORK ERECTION**

- A. Hand trim sides and bottom of earth forms and remove loose soil to the satisfaction of the Engineer.
- B. Remove water from forms and excavations and divert flows of water to avoid washing over, under or through freshly placed concrete.
- C. Align form joints.
- D. Do not apply form release agent where concrete surfaces are to receive special finishes or applied coatings that may be affected by the agent.
- E. Prepare previously placed concrete by cleaning with steel brush and apply bonding agent in accordance with manufacturer's instructions.
- F. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.

### **3.3 - INSTALLATION**

- A. Place, support, and secure reinforcement against displacement at the locations and to the dimensions as indicated on the plans.
- B. Use reinforcing splices at a minimum of locations and only at locations of minimum stress. Review locations of splices with Engineer.
- C. Rebar splice overlap shall be the minimum length as per ACI 318 and 350.
- D. Ensure reinforcement, inserts, embedded parts, formed joint fillers, and joint devices are not disturbed during concrete placement.
- E. Apply sealants in joint devices in accordance with manufacturer's instructions.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

- G. Place concrete continuously between predetermined expansion, control and construction joints as rapidly as possible by methods that shall prevent the separation of ingredients.
- H. Place concrete with the aid of mechanical vibrators and shall be capable of transmitting to the concrete not less than 3,000 impulses per minute. Maintain at least three (3) vibrators, in good working condition, ready for use when concrete placement starts in any one area.
- I. Do not interrupt successive placement. Do not permit cold joints to occur.
- J. Remove forms in accordance with ACI 301. Remove formwork after the concrete has sufficiently hardened, except in inaccessible spaces where approved by the Engineer. Forms shall be removed from placed concrete after a minimum of three full days following placement, or as otherwise approved by the Engineer.

### 3.4 - CURING AND PROTECTION

- A. Hot Weather Concreting: Comply with ACI 305R whenever the atmospheric temperature or the form surface temperature is at or above 90 degrees F., or climatic conditions of wind and/or low humidity will cause premature drying of the concrete.
- B. Curing Temperature: Maintain the temperature of the concrete at 50 degrees F. or above during the curing period. Keep the concrete temperature as uniform as possible and protect from rapid atmospheric temperature changes. Avoid concrete temperature changes that exceed 5 degrees F in any one hour and 50 degrees F in any 24-hour period.

### 3.5 - FIELD QUALITY CONTROL

- A. Inspection and testing of concrete performed by the independent testing laboratory shall be performed under provisions of Section 014500 - Quality Control.

### 3.6 - FINISHES

- A. Finish all concrete by:
  - 1. Filling all localized surface voids ("bugholes"), honeycombing, and pockets exceeding  $\frac{1}{8}$  inch diameter and  $\frac{1}{8}$  inch depth, in the concrete with an application of cement mortar as follows: White cement shall be added to the mortar in an amount sufficient to tint the mortar a shade lighter than the concrete to be repaired. Mortar shall be mixed approximately 45 minutes in advance of use. Care shall be exercised to obtain a good bond with the concrete. After the mortar has thoroughly hardened, the surface shall be



rubbed with a carborundum stone in order to obtain the same color in the mortar as in the surrounding concrete. The final appearance shall be acceptable to the Engineer.

2. All fins caused by form joints, and other projections shall be completely removed to the satisfaction of the Engineer.
3. Filling all snap tie voids with mortar as specified above.

### **3.7 - PROTECTION AND REPAIR**

- A. Protect concrete from damage and rust staining to the date that the Final Completion Certificate has been issued by the Engineer. Immediately remove all rust spots that have developed during the construction period as soon as directed by the Engineer.

**END OF SECTION**

**PART 1 – GENERAL**

**1.01 – SECTION INCLUDES**

- A. Requirements to supply labor, materials, equipment and services necessary to paint all required surfaces.
- B. The following items shall be painted:
  - 1. Interior of manholes that will receive discharge from a wastewater force main.

**1.02 – RELATED SECTIONS**

- A. Section 013100 - Project Management and Coordination
- B. Section 013300 – Submittals
- C. Section 016500 - Product Delivery, Storage and Handling
- D. Section 033000 – Cast-in-Place Concrete

**1.03 - REFERENCES**

- A. New York State Department of Environmental Conservation for VOC Compliance.
- B. The Society for Protective Coatings (SSPC) Volume 2
  - 1. Chapter 2 - Surface Preparation
  - 2. Chapter 5 - Paint Application Specifications

**1.04 - QUALITY ASSURANCE**

- A. The paint shall be furnished by one single Supplier (Paint Manufacturer).
- B. Consideration will only be given to Suppliers who can demonstrate that their paint system complies with these specifications having had successful and documented experience of the size, quality, performance and reliability to that specified, and who can successfully demonstrate this criteria to the Engineer.
- C. The brand name products specified were chosen based on past performance, and constitute a standard for quality and performance for the specific purpose for which they are intended. Products other than that specified will be considered for use under the provisions set forth as



follows:

1. The named products constitute the “Base Bid” system. All bidders are advised to provide “Base Bid” pricing since the magnitude of the expenses involved with engineering redesign or modifications may be difficult to determine during the bidding period.
  2. If an alternate paint system is proposed, prepare and submit to the Engineer three (3) copies of the “Evaluation Documentation” as listed below. The information shall be in a form that is neat, clear, precise, legible and computer drafted and prepared so as to allow the Engineer to evaluate the proposed equipment. The “Evaluation Documentation” shall be hand delivered directly to the Engineer at least twenty one (21) calendar days prior to the date set for the bid opening. The pre-bid “Evaluation Documentation” shall consist of the following:
    - a. Data substantiated by certified tests, conducted at no expense to the Owner, to demonstrate that the quality of the proposed product is equal to the requirements contained herein for each paint listed in the attached schedule.
    - b. Technical data sheets for the proposed products and manufacturer’s standard color chart showing availability of all coatings listed in the attached schedule.
    - c. Two (2) paper chip samples, illustrating range of colors available for each surface-finishing product listed in the attached schedule.
    - d. Descriptive technical information for the proposed product(s) highlighted to show the differences between the proposed the specified product. Descriptive technical information shall include volume solids, dry film thickness, curing time, storage temperature, coverage rates, pot life, and surface preparation requirements.
    - e. List of facilities showing facility name, active contact name and telephone number, years in service, design conditions and parameters and design engineer’s name and current telephone number of the company.
    - f. The documentation shall include a statement that Supplier is in compliance with each and all Sections of the Specifications. Any variance from the specified system shall be listed and a description of each variance must be in letter form.
- D. Facsimile transmissions will not be accepted.
- E. Failure to submit the above listed information twenty (20) calendar days prior to the date set for

the bid opening shall be cause for non-evaluation and the paint system will not be considered for the project.

- F. The Engineer will issue an addendum of approved products prior to the date set for the bid opening.
- G. The acceptance of products prior to the bid date does not relieve the Contractor of his/her responsibility regarding the performance or ability to meet the requirements of the Contract Documents.

#### **1.05 - WARRANTY**

- A. Provide a warranty certificate typed on company letterhead and signed by an officer of the paint applicator. The certificate shall be witnessed by a notary public in the state in which the company headquarters is located.
- B. The applicator shall guarantee the paint system to be free from any defect for a period of two (2) year commencing on the date of substantial completion.
- C. During the guarantee period, if the paint system fails to perform or shows signs of a defective application, the applicator shall repaint such defective surfaces free of any and all charges. The cost of labor and all other expenses resulting from the repainting shall be borne solely by the paint applicator. The application of the paint system shall be covered under the Contractor's maintenance bond.

#### **1.06 - DELIVERY, STORAGE AND HANDLING**

- A. Comply with the requirements contained in Section 016500 - Product Delivery, Storage and Handling.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability. Deliver application instructions to the Engineer.
- C. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.



**1.07 - SUBMITTALS**

- A. Comply with the requirements contained in Section 013300 - Submittals. The following documents shall be submitted:
  - 1. Technical data sheets for each paint specified.
  - 2. Color charts showing availability of each paint specified in the attached schedule.
  - 3. Two (2) paper chip samples, illustrating range of colors available for each paint specified in the schedule.

**PART 2 – PRODUCTS**

**2.01 - MANUFACTURERS**

- A. Manufacturer of acceptable paint shall be Tnemec Co., Inc. represented by Righter Group of Wilmington, MA. The requirements listed in this specification are based on paint provided by Tnemec Co., Inc. and are provided as a basis of the bid.

**2.02 - MATERIAL**

- A. Refer to the attached schedule for a listing of the appropriate surfaces for each paint material.
- B. Colors shall be as selected by the Engineer.

**2.03 - MIXING**

- A. Mixing or tinting for color shall be done at the factory.
- B. Site mixing for color shall be prohibited.

**2.04 - ACCESSORY MATERIALS**

- A. Provide all required ladders, scaffolding, drop cloths, maskings, scrapers, tools, sandpaper, dusters, cleaning solvents, and miscellaneous equipment as required to perform the work and achieve the results specified herein.

**PART 3 - EXECUTION**

**3.01 - ENVIRONMENTAL REQUIREMENTS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature

ranges required by the paint product manufacturer.

- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Apply exterior paint only when temperature exceeds 50°F or as otherwise required by manufacturer and drying conditions are good and predicted to remain so for at least 24 hours.
- D. Apply interior paint only when inside space and surface temperatures exceed 60°F, or as required by manufacturer, and will be maintained above that point until paint has dried.
- E. Provide and maintain application temperatures for all finishes.
- F. Provide adequate light, heat and ventilation for proper application and cure of all coatings.

### 3.02 - EXAMINATION

- A. Before painting is started in any area, the area shall be cleaned and excessive dust shall be removed from all areas to be painted. After painting operations begin in a given area, clean only with commercial heavy-duty vacuum cleaning equipment.
- B. All concrete shall be finished as specified prior to paint application.
- C. Verify the surfaces are ready to receive the work as required by the product manufacturer.
- D. Before starting any work, surfaces to receive paint finish shall be examined carefully for defects which cannot be corrected by the procedures specified herein and which might prevent satisfactory painting results. Work shall not proceed until such damages are corrected.
- E. The commencing of work in a specific area only shall be construed as acceptance of the surfaces, and thereafter the Contractor's applicator shall be fully responsible for satisfactory work as required herein.
- F. Test shop applied primer for compatibility with subsequent cover materials.
- G. Do not begin work until surfaces to receive paint are dry, firm, sound, clean and free of defects or blemishes, which would adversely affect the quality or appearance of the finished work.
- H. Beginning of work means the installer accepts existing surface conditions.
- I. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below paint manufacturer requirements.

1. Concrete floors and walls: 8 percent.

### 3.03 - PREPARATION - GENERAL

- A. All surfaces shall be prepared as specified in the attached schedule.
- B. Concrete: All exposed concrete shall be installed with the intent that it will be painted. All bug holes and honeycombed areas shall be patched as specified in Section 033000.
- C. Surfaces: Correct defects and clean surfaces, which affect work of this Section. Remove or repair existing coatings that exhibit surface defects.
- D. Follow manufacturer's recommendations for preparing surfaces to be primed and painted.
- E. Clean and sand surfaces to be painted.
- F. Mask, cover, or remove surfaces to be protected from paint. Protect electrical and mechanical equipment and systems not to be painted.

### 3.04 - APPLICATION

- A. Apply paint in accordance with SSPC - Chapter 5 - Paint Application Specifications.
- B. It is the intent that the above brand names and types of material will give complete coverage with uniform appearance. If any additional coat is necessary for complete coverage and appearance, it shall be done at no additional cost.
- C. All paints shall be new stock, delivered to the site unopened. Prepare surfaces properly for receiving paint; protect adjacent surfaces not to be painted.
- D. Use of sprays may be permissible, upon prior approval by Engineer.
- E. All work shall be carefully done by skilled painters. Finished surfaces to be uniform in coverage, gloss, finish, and color, and free from brush marks. All coats shall be thoroughly dry before applying succeeding coats.
- F. Apply products in accordance with manufacturer's instructions.
- G. Do not apply finish coats until paintable sealant is applied.
- H. Do not apply sealant or primer until surfaces are properly prepared.
- I. Spray, roller and/or brush may be used as appropriate for the various conditions, but the specified



dry film thicknesses must be provided.

- J. Thicknesses listed in the Schedule for High Build Coatings can be obtained in one coat by spray, but not necessarily by brush or roller.
- K. The specified DFT shall hold precedence over whatever recommendations are made for other supplier's products.
- L. Minimum air and surface temperature for application of epoxy coatings shall be maintained at 55 degrees F. unless otherwise noted on the manufacturer's product data sheet.
- M. Minimum air and surface temperature for 100% solids by volume epoxy coatings, such as 280 Tneme-Glaze, etc. shall be 60 degrees F. Optimum temperature of unopened 100% solids epoxy shall be 75 degrees F. Minimum temperature of unopened 100 solids epoxy shall be 60 degrees F.
- N. Heat shall be supplied by equipment that delivers clean, warm air into the space to be coated. Heat shall not be supplied by devices that give off exhaust fumes such as carbon dioxide or carbon monoxide into the area to be coated. The purpose of this requirement is to prevent the coatings from yellowing during application and cure.
- O. Sand surfaces lightly between coats to achieve required finish.
- P. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- Q. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- R. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- S. Apply materials to obtain:
  - 1. Owner's satisfaction and approval.
  - 2. Smooth uniform appearance.
  - 3. Complete coverage.
  - 4. Match with approved color sample.
  - 5. Work free of runs, sags and skips.

6. Sharp, clean edges where finishes or colors change.
7. Surfaces free of defects and damage at time of acceptance.

### **3.05 - ACCEPTANCE OF COATINGS**

- A. The appearance of all coatings shall be subject to comparison to the submitted paper chip samples. Acceptance of finish shall be made by the Engineer based on these comparisons.

### **3.06 - CLEAN UP**

- A. Collect waste material, which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Install finished items removed by this Section. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- C. Remove masking and protective covering.
- D. Leave factory finish surfaces clean and free of paint.

### **3.08 – SCHEDULE**

- A. CONCRETE MANHOLE INTERIOR.
  1. Surface Preparation - Allow to cure 28 days, if new. Remove all oil, grease, loose mortar, mortar splatter, and all loose foreign matter. Moisture level to be below manufacturer's requirements. Lightly brush blast to provide surface profile.
  2. Primer – Series 66 Hi-Build Epoxoline
  3. Finish – Series 66 Hi-Build Epoxoline, 2.0 – 6.0 mils DFT
  4. Notes:
    - a. Includes, but is not limited to interior concrete surface of manholes that will receive discharge from a wastewater force main.

**END OF SECTION**



## **PART 1 - GENERAL**

### **1.1 - SUMMARY**

- A. Remove and dispose of paving, curbs, and other existing items requiring removal to install the new work, whether specified to be removed or deemed necessary by the Engineer.
- B. It is the intent of this Section to limit the area of clearing and grubbing to the minimum area possible to allow for the installation of the work and to preserve all roadways, plantings and natural vegetation to the maximum possible extent.

### **1.2 - RELATED SECTIONS**

- A. Section 312213 - Rough Grading

### **1.3 - REGULATORY REQUIREMENTS**

- A. Conform to applicable local code(s) for disposal of debris.
- B. Burning of materials on the site is prohibited. Burial of materials on the site is prohibited.
- C. Coordinate clearing work with utility companies and the Owner and conform to local codes.
- D. Conform to applicable local code(s) for all pest/rodent control measures.

### **1.4 - COORDINATION WITH OTHER CONTRACTORS**

- A. Comply with the requirements in Section 013100 - Project Management and Coordination.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 - PREPARATION**

- A. Verify that existing trees and plant life designated to remain are identified and tagged with orange surveyor's tape.
- B. Employ the services of a licensed land surveyor to locate the limits of clearing, as it is required to construct the work or as it may be shown on the drawings. Verify the limits of clearing before beginning work of this Section.



**3.2 - PROTECTION**

- A. Locate, identify and protect utilities that are to remain.
- B. Protect trees, plant growth and physical features designated to remain as final landscaping.
- C. Protect existing structures from damage or displacement.
- D. Do not remove or trim plantings without prior permission of the Engineer.

**3.3 - APPLICATION**

- A. Clear areas required for access to site and execution of work.
- B. Remove paving, curbs, debris and sidewalks as required.
- C. Remove paving, debris, rock, and extracted plant life from site and dispose of in accordance with state and local ordinances.
- D. Excavate topsoil from areas to be further excavated or regraded. Do not excavate wet topsoil.
- E. Stockpile topsoil, in area designated on site or selected by the Engineer, to a height not exceeding 8 feet (2.4 m). Protect stockpile from erosion by placing hay bales at double height around the full perimeter of the stockpile. Remove excess topsoil not being reused from site. Do not remove any topsoil from the site prior to obtaining the approval of the Engineer.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Excavation for slabs-on-grade, paving and landscaping.
- B. Excavation for site structures.
- C. Site excavation.

**1.2 RELATED SECTIONS**

- A. Section 312316.13 – Trenching and Backfilling

**1.3 QUALITY ASSURANCE**

- A. Do not excavate wet or frozen materials without written approval from the Engineer.
- B. Provide safety barricades around open excavations.

**1.4 FIELD MEASUREMENTS**

- A. Verify that survey benchmark and intended elevations for the work are as indicated.

**1.5 COORDINATION**

- A. Coordinate work under provisions of Section 013100.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Identify required lines, levels, contours and datum.
- B. Identify known underground, above ground and aerial utilities. Stake and flag locations.
- C. Notify utility company to remove or relocate utilities, if required.
- D. Protect above and below grade utilities which are to remain.
- E. Protect plant life, lawns and other features remaining as a portion of final landscaping.
- F. Protect bench marks, existing structures, fences, sidewalks, paving and curbs from excavation equipment and vehicular traffic.
- G. Notify the Engineer prior to commencement of excavation.

**3.2 EXCAVATION**

- A. Underpin adjacent structures that may be damaged by excavation work, including utilities and pipe chases.
- B. Excavate subsoil required to accommodate landscaping and construction operations to the limits as indicated on the plans.
- C. Machine slope banks to angle of repose or less, until shored.
- D. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- E. Hand trim excavation. Remove loose matter.
- F. Remove lumped subsoil, boulders, and rock.
- G. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- H. Correct unauthorized excavation at no extra cost to Owner in accordance with Section 312316.13.
- I. Stockpile excavated material in area designated on site and remove excess material not being reused from site.

**3.3 FIELD QUALITY CONTROL**

- A. Provide for visual Perform field inspection and testing under provisions of Section 014500.
- B. Inspection of bearing surfaces.

**3.4 PROTECTION**

- A. Protect work under provisions of Section 015000.
- B. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.
- C. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SECTION INCLUDES:**

1. Preparing subgrades for slabs-on-grade walks and pavements.
2. Excavating and backfilling for structures.
3. Subbase course for concrete walks and pavement.
4. Subbase course and base course for asphalt paving.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.

**1.2 RELATED SECTIONS:**

1. Section 013233 - Construction Photographs - recording pre-excavation and earth moving progress
2. Section 015000 - Temporary Facilities and Controls - temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section
3. Section 315000 - Excavation Support and Protection - shoring, bracing, and sheet piling of excavations

**1.3 SUBMITTALS**

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  1. Classification according to ASTM D 2487.
  2. Laboratory compaction curve according to ASTM D 698.
- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

**1.4 QUALITY ASSURANCE**

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Conference: Conduct conference at Project site.

**1.5 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.



- 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
- 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify "Call Before You Dig" for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 01 Section "Temporary Facilities and Controls," are in place.
- D. Backfill: Wet or frozen material is prohibited.
- E. Excavation:
  - 1. Removal of wet or frozen material is prohibited unless directed by the Engineer.
  - 2. Temporary sheeting is required for excavations exceeding a depth of 4 feet (1.2 m).
  - 3. Safety barricades are required around all open excavations.

**1.6 FIELD MEASUREMENTS**

- A. Verify that survey benchmark and elevations for the work are as shown on plans.

**1.7 COORDINATION**

- A. Coordinate and make all arrangements to have the testing laboratory present so that tests can be made. The Engineer may stop trenching operations until such time as the testing laboratory is on-site to make tests or take required samples.

**PART 2 - PRODUCTS**

**2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Type A Coarse Stone: Angular, washed natural stone; free of shale, clay, friable material, sand, debris; graded in accordance with ANSI/ASTM C136 within the following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
2-inch (50 mm)	100%
1-inch (25 mm)	95%
3/4-inch (19 mm)	75 - 90%
5/8-inch (16 mm)	35 - 60%
3/8-inch (9.5 mm)	15 - 35%

No. 4 (4.75 mm) < 5%

- C. Type B - Pea Gravel: Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ANSI/ASTM C136, to the following.
1. Minimum Size: 1/4-inch (6.4 mm).
  2. Maximum Size: 5/8-inch (16 mm).
- D. Type C - Sand: (Structural Fill) Natural river or bank sand; washed, free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance with ANSI/ASTM C136, within the following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
No. 4 (4.75 mm)	100%
No. 14 (1.18 mm)	10 - 100%
No. 50 (0.30 mm)	5 - 90 %
No. 100 (0.15 mm)	4 - 30%
No. 200 (0.075 mm)	0 - 1%

- E. Type D - Subsoil: Reused excavated material, graded, free of lumps, rocks and gravel larger than 3 inches (75 mm) in size, debris and contaminants.
- F. Type E - 3/4 inch Crushed Blue Stone Surfacing: Angular, washed blue stone; free of shale, clay, friable material, sand, and debris.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations. Stake and flag underground locations.
- B. Notify utility company to remove or relocate utilities, if required.
- C. Protect and maintain erosion and sedimentation controls during earth moving operations.
- D. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- E. Break through frozen ground from zero to 4 inches in depth.
- F. Identify required lines, levels, contours and datum.
- G. Verify fill materials to be reused are acceptable.

### 3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.3 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

### 3.4 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

### 3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
  - 2. Limit stockpile height to 8 feet at all times.
- B. All suitable excavated material shall be utilized for backfill or embankment. Stockpile on-site or transport suitable material off site and bring back when conditions allow the stockpiling or filling operations to begin.

### 3.6 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.7 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

### 3.8 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

### 3.10 COMPACTION TESTING

- A. Testing agency shall test compaction of soils in place according to ASTM D1556 - Density and Unit Weight of Soil In Place by the Cone Method or ASTM D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- B. When testing agency reports that subgrades, fills or backfills have not achieved degree of compaction specifies, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specifies compaction is obtained.
- C. Perform tests and analysis of fill material in accordance with ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 55-lb Rammer and 12-inch drop.

### 3.11 TESTING SCHEDULE

- A. Compaction Testing of Soil:
  - 1. Perform tests at the following locations and frequencies:
    - a. Trench Backfill: At each compacted backfill layer, at least one test for every 150 feet or less of trench, but no fewer than two tests, or as directed by the Engineer.

### 3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Turf or Unpaved Areas: Plus or minus 1 inch.
  2. Walks: Plus or minus 1/4 inch.
  3. Pavements: Plus or minus 1/2 inch.

### **3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS**

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
1. Place base course material over subbase course under hot-mix asphalt pavement.
  2. Shape subbase course and base course to required crown elevations and cross-slope grades.
  3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
  4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

### **3.14 FIELD QUALITY CONTROL**

- A. Testing Agency: Engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Testing agency shall test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 6938, and ASTM D 2937, as applicable. Perform test at the following locations and frequencies:
1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.

- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### **3.15 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### **3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
  - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Structure backfilling to sub-grade elevations.
- B. Site filling and backfilling.
- C. Fill under slabs-on-grade and paving.
- D. Consolidation and compaction.
- E. Fill for over-excavation.

**1.2 RELATED SECTIONS**

- A. Section 312316 - Excavation
- B. Section 315000 - Excavation Support and Protection

**1.3 REFERENCES**

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures using 10 lb. (4.54 kg) Rammer and 18-inch (457-mm) Drop.
- C. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

**1.4 SUBMITTALS**

- A. Submit under provisions of Section 013300. Submit the following:
  - 1. Sieve analysis for each type fill to be used.
  - 2. Compaction reports

**1.5 QUALITY ASSURANCE**

- A. Do not backfill over or with wet or frozen materials.
- B. Field quality control laboratory tests will be paid for out of the cash allowance for testing services. Coordination with the testing lab shall be the Contractor's responsibility and shall be included in the price as bid.

**1.6 COORDINATION**

- A. Coordinate work under provisions of Section 013100.
- B. Coordinate and make all arrangements to have the testing laboratory present so that tests can be made. The Engineer may stop backfilling operations until such time as the testing laboratory is on-site to make tests or take required samples.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Type A - Coarse Stone: Angular, washed natural stone; free of shale, clay, friable material, sand, debris; graded in accordance with ANSI/ASTM C136 within the following limits:

Sieve Size	Percent Passing
2-inch (50 mm)	100%
1-inch (25 mm)	95%
3/4-inch (19 mm)	75 - 90%
5/8-inch (16 mm)	35 - 60%
3/8-inch (9.5 mm)	15 - 35%
No. 4 (4.75 mm)	< 5%

- B. Type B - Pea Gravel: Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ANSI/ASTM C136, to the following:

1. Minimum Size: 1/4-inch (6.4 mm).
2. Maximum Size: 5/8-inch (16 mm).

- C. Type C - Sand: (Structural Fill) Natural river or bank sand; washed, free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance with ANSI/ASTM C136, within the following limits:

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100%
No. 14 (1.18 mm)	10 - 100%
No. 50 (0.30 mm)	5 - 90 %
No. 100 (0.15 mm)	4 - 30%
No. 200 (0.075 mm)	0 - 1%

- D. Type D - Subsoil: Reused excavated material, graded, free of lumps, rocks and gravel larger than 3 inches (75 mm) in size, debris and contaminants.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Verify existing conditions and substrate.
- B. Verify fill materials to be reused are acceptable.
- C. Verify items to be buried during backfilling process have been inspected prior to backfilling.

**3.2 PREPARATION**

- A. Compact subgrade to 95 percent maximum dry density in accordance with ANSI/ASTM D1557 or ASTM D2922.
- B. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with Type C fill and compact to density equal to or greater than requirements for subsequent backfill material.

**3.3 BACKFILLING**

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy materials.
- C. Place and compact materials in continuous layers not exceeding 6 inches (150 mm) compacted density.
- D. Compact backfilled materials to 95 percent maximum dry density in accordance with ANSI/ASTM D1557 or ASTM D2922. Maintain optimum moisture content to attain required density.
- E. Employ a placement method that does not disturb or damage structures or other items against which material is backfilled.
- F. Backfill only against supported structures. Do not backfill against unsupported structures.
- G. Backfill simultaneously on each side of structure.
- H. Make grade changes gradual. Blend slope into level areas.
- I. Immediately remove surplus materials from the site.
- J. Immediately remove suitable backfill material from the site if stockpiling the material is not possible due to site restraints such as: insufficient area to store the material in a safe and secure manner, stockpiling the material would present interference with the operations of the facility, stockpiling the material hinders the operations of other contractors, stockpiling the material does not comply with the adopted Site Utilization Plan specified to be provided in Section 011400 – Work Restrictions. Truck suitable backfill material back to the site as soon as conditions are amenable to continuing the backfilling operations.
- K. Leave fill material stockpile areas completely free of excess fill materials.
- L. Remove temporary sheeting, as backfilling progresses, under provisions of Section 315000.

**3.4 TOLERANCES**

- A. Maximum Variation from Top Surface of Backfilling: 1 inch (25 mm).
- B. Maximum Variation from Top Surface of Backfilling Under Paved Areas: 1/4 inch (6 mm) from required elevations.

**3.5 FIELD QUALITY CONTROL**

- A. Perform testing under provisions of Section 014500.
- B. Perform tests and analysis of fill material in accordance with ANSI/ASTM D1557 or ASTM D2922.
- C. If tests indicate work does not meet specified requirements, remove work, replace and re-test at no cost to Owner.
- D. Conduct compaction tests at the following rates unless otherwise directed by the Engineer:
  - 1. Concrete Structures: One test per 5 vertical feet (1.5 m) of structure.
  - 2. Pavement Subgrade: One test per 500 square feet (50-sq. m) of subgrade immediately prior to placing subbase.
  - 3. Concrete Flatwork: One test per 400 square feet (40-sq. m) of flatwork.
  - 4. Curbing: one test per 100 linear feet (30 m).
  - 5. Piping Installations: Compaction testing at horizontal intervals of 100 feet at the spring-line of the pipe and after each two (2) vertical feet of backfilling thereafter.
  - 6. Precast Concrete Structures: One (1) compaction test per 500 square feet of structure.
- E. Coordinate the efforts of the testing laboratory. Have a technician present from the laboratory so those tests can be made.

**3.6 PROTECTION**

- A. Protect finished work under provisions of Section 015000.
- B. Recompact fills subjected to vehicular traffic.

**END OF SECTION**

**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section includes temporary excavation support and protection systems.
- B. Erosion control methods shall be in place prior to beginning the installation of excavation support.
- C. Related Sections:
  - 1. Section 013233 "Construction Photographs" for recording preexisting conditions and excavation support and protection system progress.

**1.02 REFERENCES**

- A. Comply with Occupational Safety and Health Standards - Excavations; Final Rule (29 CFR Part 1926) - OSHA Standards.

**1.03 PERFORMANCE REQUIREMENTS**

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
  - 1. Delegated Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer licensed by the State the project is located, using performance requirements and design criteria indicated.
  - 2. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
  - 3. Monitor vibrations, settlements, and movements.

**1.04 SUBMITTALS (FOR INFORMATION ONLY)**

- A. Shop Drawings: For excavation support and protection system.
- B. Delegated-Design Submittal: For excavation support and protection system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Qualification Data: For qualified professional engineer.
- D. Other Informational Submittals:
  - 1. Photographs: Show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems. Submit before Work begins.
  - 2. Record Drawings: Identifying and locating capped utilities and other subsurface structural, electrical, or mechanical conditions.

**1.05 QUALITY ASSURANCE**

- A. Perform all work of this Section in accordance with OSHA Standards.
- B. Sheeting shall be installed by persons regularly engaged in sheeting installation and who have a minimum of five (5) years of experience with the type of system being installed.
- C. Sheeting shall be installed under the direct supervision of the professional engineer who designed the sheeting system. This does not require the professional engineer to be present during all phases of its installation, but does require him/her to inspect the work as the work progresses on a part time basis sufficient to adequately certify the system. He/she shall certify, in writing, that sheeting was installed in accordance with the supporting calculations and that the installer complied with recognized procedures, methods, and techniques.
- D. The Engineer shall withhold partial payment for that portion of the sheeting work until the certification has been provided for record purposes only. An amount equal to 15% of the scheduled value will be withheld.

**1.06 FIELD CONDITIONS**

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
  - 1. Notify Engineer no fewer than seven days in advance of proposed interruption of utility.
  - 2. Do not proceed with interruption of utility without Engineer's written permission.
- B. Project-Site Information: Make test borings and conduct exploratory operations necessary for excavation support and protection according to the performance requirements

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. General: Provide materials that are either new or in serviceable condition.
- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Wood Sheeting: Hardwood species of size and dimensions capable of being driven to the required depths and capable of supporting excavation sides and soil pressures when braced; free from wormholes, wind shakes, loose knots, decayed or unsound portions or defects which would impair its strength or tightness; 3 inches thick minimum.
- D. Steel Sheeting: Corrugated "Z" shape cross-section; of size and dimensions capable of being driven to the required depths and capable of supporting excavation sides and soil pressures when braced; structurally sound; special shapes for corner construction and transition points.
- E. Sheeting Boxes: Steel, of size and dimensions capable of supporting excavation sides and soil pressures; structurally sound.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that the installation of the sheeting will not fall outside the site property lines as delineated on the Contract Drawings.
- B. Verify that the existing soil substrate, site conditions and elevations are as indicated on the plans.
- C. Verify proposed locations of excavations are as indicated on the plans.

#### **3.02 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
  - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.
- D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- E. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

#### **3.03 SHEET PILING**

- A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier. Accurately place the piling, using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer. Drive sheeting using a steam or pneumatic hammer. Limit vertical offset of adjacent sheet piling to 60 inches. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment. Cut tops of sheet piling to uniform elevation at top of excavation.

#### **3.04 SHEETING BOX**

- A. Place box in trench utilizing a means that will not damage structural integrity of the box. Excavate ahead of the sheeting box only enough to advance the sheeting box and only immediately prior to moving the sheeting box. Backfill on both sides of the sheeting box as it is moved.

**3.05 BRACING**

- A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.
1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Engineer.
  2. Install internal bracing if required to prevent spreading or distortion of braced frames.

**3.06 FIELD QUALITY CONTROL**

- A. Survey-Work Benchmarks: Resurvey benchmarks weekly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Engineer if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.
- B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.
- C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

**3.07 REMOVAL AND REPAIRS**

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.
1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder.
  2. Fill voids immediately with approved backfill compacted to density specified in Section 312316.13.
  3. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

**END OF SECTION**



**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Recycled concrete aggregate base course.

**1.2 RELATED SECTIONS**

- A. Section 312213 – Rough Grading: Preparation of site for base course.
- B. Section 312316.13 – Trenching & Backfilling.

**1.3 REFERENCES**

- A. ANSI/ASTM C88 - Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
- B. ANSI/ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates.
- C. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb Rammer and 18-inch Drop.
- D. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

**1.4 SUBMITTALS**

- A. Submit under provisions of Section 013300.
- B. Test Reports: Submit a sieve analysis for the aggregate base course used.

**1.5 DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store and handle products to the site under provisions of Section 016500.
- B. Do not handle aggregate in any manner which will cause segregation of large or fine particles.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Aggregate Base Course: Angular, crushed, recycled concrete; free of shale, clay, friable materials and debris; graded in accordance with ANSI/ASTM C136 within the following limits:

Sieve Size	Percent Passing
2 inches	100
1 inch	80-100
1/4 inch	50-85
No. 10	30-70
No. 40	15-40
No. 200	6-12

- B. Material retained on the 1/2 inch sieve is coarse aggregate.
- C. Coarse aggregate shall not have more than 10 percent by weight of flat or elongated pieces. A flat or elongated piece is defined as being three times greater in the largest dimension as compared to its least dimension.
- D. The portion of the aggregate base course which passes the No. 40 screen shall have a plasticity index of one as tested in accordance with ASTM D4318.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify existing conditions and substrate.
- B. Verify elevations of subgrade are as indicated on the plans.
- C. Verify that subgrade is properly compacted and ready to receive work of this section.
- D. Beginning work of this section means acceptance of existing conditions.

#### **3.2 PREPARATION**

- A. Fine grade and compact subgrade to 95 percent maximum dry density in accordance with ANSI/ASTM D1557.

#### **3.3 AGGREGATE PLACEMENT**

- A. Spread course aggregate over prepared subgrade to a total compacted thickness as indicated on the plans.
- B. Place aggregate in 3-inch layers and compact by roller.
- C. Level and contour surfaces to elevations and gradients indicated.
- D. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- E. Compact placed aggregate materials to achieve 92% maximum dry density in accordance with ANSI/ASTM D1557. Maintain optimum moisture content to attain required density.
- F. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- G. Use mechanical vibrating tamping in areas inaccessible to compaction equipment.
- H. Place new pavement on properly compacted aggregate base course within 24 hours of final compaction. If aggregate base course is left open for more than 24 hours, re-compact and retest in accordance with ANSI/ASTM D1557.

#### **3.4 TOLERANCES**

- A. Maximum Variation from Flatness: 1/4 inch measured with 10 foot straight edge.



- B. Maximum Variation from Scheduled Compacted Thickness: 1/4 inch.
- C. Maximum Variation from True Elevation: 1/4 inch.

**3.5 FIELD QUALITY CONTROL**

- A. Perform field inspection and testing under provisions of Section 014500.
- B. Perform compaction testing in accordance with ANSI/ASTM D1557.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.
- D. Frequency of Tests: One test per 500 square feet immediately prior to paving.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SUMMARY**

## A. Section Includes:

1. Hot-mix asphalt patching.
2. Hot-mix asphalt paving.
3. Asphalt surface treatments.

## B. Related Sections:

1. Section 312316.13 "Trenching and Backfilling" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
2. Section 321723 "Pavement Marking".

## C. References:

1. AIMS-2 Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.
2. AI MS-8 - Asphalt Paving Manual.
3. ASTM C136 - Method for Sieve Analysis of Fine and Course Aggregates.
4. ASTM D242 - Mineral Filler for Bituminous Paving Mixtures.
5. ASTM D546 - Test Method for Sieve Analysis of Mineral Filler for Bituminous Paving Materials.
6. ASTM D979 - Standard Practice for Sampling Bituminous Paving Mixtures.
7. ASTM D2172 - Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures.

**1.2 SUBMITTALS**

## A. Submit under provisions of Division 01 Section "Submittal Procedures".

## B. Product Data: For each type of product indicated, include technical data and tested physical and performance properties.

1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
2. Job- Mix Designs: For each job mix proposed for the Work.

## C. Qualification Data: For qualified manufacturer and installer.

## D. Material Certificates: For each paving material, from manufacturer.

- E. Material Test Reports: For each paving material.
- F. Daily batch reports.

### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the authority having jurisdiction over the roadway for asphalt paving work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

### 1.4 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
  - 1. Prime Coat: Minimum surface temperature of 60 degrees F.
  - 2. Tack Coat: Minimum surface temperature of 60 degrees F.
  - 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
  - 4. Asphalt Base Course: Minimum surface temperature of 40 degrees F and rising at time of placement.
  - 5. Asphalt Surface Course: Minimum surface temperature of 60 degrees F at time of placement.

## PART 2 - PRODUCTS

### 2.1 ASPHALT MATERIALS

- A. Asphalt Cement: AC-20; homogeneous, and shall not foam when heated to 347 degrees F.
- B. Fine Aggregate: Material passing the 1/8 inch sieve; natural sand of hard, strong, durable particles which are free from coatings or injurious amounts of clay, loam or other deleterious substances.
- C. Coarse Aggregate: Material retained on the 1/8-inch sieve; crushed stone or gravel; clean, durable, sharp angled fragments of rock of uniform quality.
- D. Mineral Filler: ASTM D242, finely ground particles of limestone, hydrated lime or other mineral dust, free of foreign matter; 100 percent shall pass the No. 30 sieve; a minimum of 85 percent shall pass the No. 80 sieve; and a minimum of 65 percent shall pass the No. 200 sieve as measured in accordance with ASTM D546.



- E. Tack Coat: Homogeneous, medium curing, liquid asphalt.
- F. Wheel Lubricant: Oil-water mixture containing maximum 10 percent lubricating oil.
- G. Joint Sealant: ASTM D6690, Type II, on the latest edition of the New York State Department of Transportation's Approved List titled "Highway Joint Sealants (705-02)".

**2.2 MIXES**

- A. Use dry material to avoid foaming. Mix uniformly.
- B. SCDPW Item 51FXB Binder Course: NYSDOT Type 3; 4.5 to 6.5 percent of asphalt cement by weight in mixture in accordance with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inches	100
1 inch	95-100
1/2 inch	70-90
1/4 inch	48-74
1/8 inch	32-62
No. 20	15-39
No. 40	8-27
No. 80	4-16
No. 200	2-8

- C. SCDPW Item 51F Top Course: NYSDOT Type 6F; 5.8 to 7.0 percent of asphalt cement by weight in mixture in accordance with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
1/2 inch	90-100
1/4 inch	65-85
1/8 inch	36-65
No. 20	15-39
No. 40	8-27
No. 80	4-16
No. 200	3-6

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.
- C. Verify gradients and elevations of base are correct.
- D. Verify that all castings are properly installed and are at the correct elevations.
- E. Beginning of installation means installer accepts existing conditions.

### 3.2 PATCHING

- A. Hot- Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompress existing unbound-aggregate base course to form new subgrade.
- B. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- C. Placing Patch Material: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

### 3.3 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
  - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

### 3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
  - 3. Do not apply tack coat to wet or frozen surfaces.
  - 4. Coat surfaces of valve box and manhole and catch basin frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

### 3.5 PLACING HOT-MIX ASPHALT

- A. Install work in accordance with AI MS-8.
- B. Maintain asphalt temperature between 250 and 325 degrees F during placement.
- C. Place asphalt within 24 hours of applying tack coat.
- D. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
- E. Place asphalt to compacted thickness as identified on plans. If a multiple course pavement is to be used, place top course within 24 hours of placing bottom course. If more than 24 hours elapse,

a tack coat shall require to be placed over the entire surface of the bottom course prior to any additional paving.

### 3.6 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
  2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  4. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  5. Compact asphalt at joints to a density within 2 percent of specified course density.

### 3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 185 degrees F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent or greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.
- I. Utilize the vibratory device on the paver at all times.
- J. Compact pavement by rolling. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- K. Compact pavement to a minimum of 94 percent maximum density.
- L. Develop rolling with consecutive passes to achieve even and smooth finish, without roller marks.

### **3.8 INSTALLATION TOLERANCES**

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Maximum Variation From Flatness: 1/8 inch measured with 10-foot straight edge.
  - 2. Maximum Variation From Scheduled Compacted Thickness: 1/8 inch.
  - 3. Maximum Variation from True Elevation: 1/4 inch.

### **3.9 PAVEMENT MARKING**

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Allow paving to age for 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Under provisions of Section 321723, apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges.

### **3.10 TEMPORARY PAVEMENT MARKING**

- A. Install and maintain temporary pavement markings to establish a construction traffic pattern or diversion during the construction phase. Temporary pavement marking stripes shall match preconstruction conditions. Epoxy pavement markings should not be applied to existing pavement that will not be replaced or overlaid, in order to prevent conflicting and/or confusing guidance to motorists. Any marking material that fails to provide both satisfactory daytime and nighttime visibility upon installation shall be replaced at no additional cost to the Owner.
- B. Apply temporary pavement marking to a clean, dry pavement in accordance with the manufacturer's recommendations. Temporary pavement markings on roadways open to traffic shall be applied in the direction of traffic.
- C. Traffic paint shall be replaced upon (1) abrasion of the line such that more than 10 percent of the underlying pavement is visible within any 100 m segment of line or (2) loss of more than 2 consecutive skip lines or (3) loss of more than 15 m of continuous line or (4) failure of any line to be clearly visible at night under low-beam headlamp illumination when viewed from a distance of 60 m.

- D. Markings shall be removed and transition into permanent markings at the completion of the construction phase.

### **3.11 FIELD QUALITY CONTROL**

- A. Thickness: In-place compacted thickness of hot-mix asphalt courses shall be determined according to ASTM D 3549.
- B. Surface Smoothness: Finished surface of each hot-mix asphalt course shall be tested for compliance with smoothness tolerances.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
- D. Field inspection and testing will be performed under provisions of Division 01 Section "Quality Control".
- E. Take samples and perform tests in accordance with AI MS-2.
- F. Testing to include percent compaction, graduation and asphalt content.
- G. Owner may require in-place core samples to be obtained for analysis of properties.
- H. Field quality control laboratory tests will be paid for out of the cash allowance for testing services. Coordination with the testing lab shall be the Contractor's responsibility and be included in the price as bid.
- I. Perform field-testing under provisions of Section Division 01 Section "Quality Control".

### **3.12 PROTECTION**

- A. Protect finished work under provisions of Division 01 Section "Product Requirements".
- B. Immediately after placement, protect pavement from mechanical injury until date of substantial completion.

### **3.13 TESTING**

- A. Collect samples at point of delivery in accordance with ASTM D979 - Standard Practice for Sampling Bituminous Paving Mixtures.
- B. Perform extraction test in accordance with ASTM D2172 - Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures.
- C. Perform gradation test in accordance with ASTM C136 - Method for Sieve Analysis of Fine and Course Aggregates.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
  - 1. Driveways.
  - 2. Roadways.
  - 3. Curbs and gutters.
  - 4. Walks.

**1.2 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.
- B. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Curing compounds.
  - 4. Applied finish materials.
  - 5. Bonding agent or epoxy adhesive.
  - 6. Joint fillers.
- C. Material Test Reports: For each of the following:
  - 1. Aggregates. Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- D. Field quality-control reports.

**1.4 QUALITY ASSURANCE**

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

2. Obtain material from the same supplier throughout the duration of the project.
- B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - C. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
  - D. ACI Publications: Comply with ACI 301 unless otherwise indicated.

### 1.5 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

## PART 2 - PRODUCTS

### 2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- B. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.
- C. Welded Steel Wire Fabric: Plain type, ANSI/ASTM A185; in flat sheets; uncoated finish; size and dimension as indicated on the plans.

### 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Work:
  1. Portland Cement: ASTM C 150, gray portland cement Type II .
- B. Normal-Weight Aggregates: ASTM C 33, No. 57 or No. 67, uniformly graded. Provide aggregates from a single source.
  1. Maximum Coarse-Aggregate Size: Material retained on the 1/8 inch (3.2 mm) sieve; crushed stone or gravel; clean, durable, sharp angled fragments of rock of uniform quality.
  2. Fine Aggregate: Material passing the 1/8 inch (3.2 mm) sieve; natural sand of hard, strong, durable particles which are free from coatings or injurious amounts of clay, loam or other deleterious substances. Free of materials with deleterious reactivity to alkali in cement.

- C. Mineral Filler: ASTM D242, finely ground particles of limestone, hydrated lime or other mineral dust, free of foreign matter; 100 percent shall pass the No. 30 (0.60 mm) sieve; a minimum of 85 percent shall pass the No. 80 (0.18 mm) sieve; and a minimum of 65 percent shall pass the No. 200 (0.075 mm) sieve as measured in accordance with ASTM D546.
- D. Water: Potable and complying with ASTM C 94/C 94M.

## 2.4 CURING MATERIALS

- A. Water: Potable.
- B. Membrane curing compound: Moisture Retention complying with ASTM C309. Products: Eucocure VOX as manufactured by The Euclid Chemical Company or equal.

## 2.5 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 4000 psi.
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.
  - 3. Slump Limit: 5 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 4-1/2 percent plus or minus 1.5 percent for 1-1/2-inch nominal maximum aggregate size.
- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements.

## 2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

**3.3 EDGE FORMS AND SCREED CONSTRUCTION**

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

**3.4 STEEL REINFORCEMENT**

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

**3.5 JOINTS**

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints. Seal expansion joints using Sonneborne SL-2 or approved equal.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
- C. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- K. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature,

provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### **3.7 CONCRETE PROTECTION AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection and with ACI 305.1 for hot-weather protection.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

### **3.8 PAVING TOLERANCES**

- A. Comply with tolerances in ACI 117 and as follows:
  1. Elevation: 3/4 inch.
  2. Thickness: Plus 3/8 inch, minus 1/4 inch.
  3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/2 inch.
  4. Joint Spacing: 3 inches.
  5. Joint Width: Plus 1/8 inch, no minus.

### **3.9 FIELD QUALITY CONTROL**

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Make six (6) concrete test cylinders for each 50 cu. yd. or fraction thereof.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

### **3.10 REPAIRS AND PROTECTION**

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes painted markings applied to asphalt pavement.
- B. Related Requirements:
  - 1. New York State Department of Transportation Standard Specifications.
  - 2. Suffolk County Department of Public Works Standard Specifications.
  - 3. Town of Riverhead Department of Public Works Standard Specifications.

**1.2 SUBMITTALS**

- A. Submit under provisions of Section 013300.
- B. Product Data: For each type of product.
- C. Include technical data and tested physical and performance properties.

**1.3 FIELD CONDITIONS**

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 degrees F , and not exceeding 95 degrees F.
- B. Do not apply paint to wet or frozen surfaces or when precipitation is occurring.

**PRODUCTS****2.1 MATERIALS**

- A. Pavement Marking: Thermoplastic paint with reflective glass beads; homogeneous, conforming to the requirements of Item 640 of the Suffolk County Department of Public Works Highway Department Standard Specifications; white pavement marking paints, Types I, II and/or III; and yellow pavement marking paints, Types I, II and/or III. Delete reference to glass beads.
- B. Temporary Pavement Marking Paint: Water-based temporary marking paint.

**EXECUTION****3.1 EXAMINATION**

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. The paint shall be applied only when the atmosphere temperature is at or above 40F and when the weather is favorable.
- C. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

**3.2 PAVEMENT MARKING**

- A. Before any final pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Suffolk County Department of Public Works Highway Department Chief Engineer. A schedule of operations for temporary markings and patterns for detours and other temporary traffic controls shall be submitted to and approved by the Engineer prior to placement. Do not apply pavement-marking paint until layout, colors, and placement have been verified with the SCDPW Engineer.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
- D. All stripes shall have clean, sharp edges.
- E. Paint shall be thoroughly dry before opening to traffic.
- F. Application of pavement markings shall be done in the general direction of traffic.

**3.3 TOLERANCES**

- A. Maximum offset from true position: 1 inch (25 mm).

**3.4 PROTECTING AND CLEANING**

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Sodding.
  - 2. Fertilizing, peat moss and other accessories.
  - 3. Maintenance.

### **1.2 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- C. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

### **1.3 REFERENCES**

- A. ASPA – American Sod Producers Association.
- B. FS O-F-241 – Fertilizers, Mixed, Commercial.

### **1.4 SUBMITTALS**

- A. Product Data: Provide data on sod, fertilizers and lime.
- B. Material Test Reports: Provide certificates indicating grass species and sod source, and provide certificates indicating that all fertilizer, pesticides and herbicides comply with all applicable regulatory agency requirements.

### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Deliver sod immediately prior to placement.
- C. Do not deliver more sod than can be laid within 24 hours.

### **1.6 PROJECT CONDITIONS**

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.



**1.7 ENVIRONMENTAL REQUIREMENTS**

- A. Do not sow immediately following rain, during windy periods or if ground is frozen.
- B. Do not sow when the ambient temperature is expected to drop below 40 degrees F (4 degrees C) or rise above 90 degrees F (32 degrees C) during the time in which the seed will establish itself.
- C. Planting Season: April 1st through May 15th or September 1st through October 15th.

**1.8 WARRANTY**

- A. Provide a 1 year warranty.
- B. Include coverage for one continuous growing season; replace areas of dead or unhealthy sod at no additional cost to the Owner.

**1.9 MAINTENANCE SERVICE**

- A. Maintain seeded areas immediately after placement until grass is well established without bare spots and exhibits a vigorous growing condition, as determined by at least two cuttings.
- B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency and recommended coverage of fertilizer.

**PART 2 - PRODUCTS**

**2.1 FABRICATORS**

- A. DELALIO SOD FARMS, INC.
- B. MCGOVERN SOD FARMS, INC.
- C. Substitutions shall be permitted only after receiving written approval from the Engineer.

**2.2 MATERIALS**

- A. Sod: Field grown, cultivated grass sod with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft, having the following composition:
  - 1. Merion Kentucky Bluegrass: 50% minimum.
  - 2. Kentucky Blue Grass Type: 50% maximum.

**2.3 ACCESSORIES**

- A. Fertilizer: FS O F 241, Type I, Grade A; recommended for grass, with 50 percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to the following proportions: nitrogen 10 percent, phosphoric acid 6 percent, soluble potash 4 percent.
- B. Limestone: Ground dolomitic limestone containing a minimum of 90 percent calcium and magnesium carbonates. One hundred percent (100%) shall pass a No. 10 mesh screen and a minimum of 50 percent shall pass a No. 100 mesh screen.

- C. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials; minimum of 90 percent organic material measured by oven dry weight; pH range of 4 to 5 percent; moisture content of 30 percent; with moisture absorptive capacity of 450 to 500 percent.
- D. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.
- E. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.
- F. Wire Mesh: Interwoven hexagonal metal wire mesh of 2 inch size.
- G. Edging: Aluminum.

#### **2.4 FABRICATION**

- A. Machine cut sod and load on pallets in accordance with ASPA Guidelines.
- B. Cut sod in area not exceeding 1 sq yd, with minimum 1/2 inch and maximum 1 inch topsoil base.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify existing substrate.
- B. Verify that prepared topsoil base is ready to receive the work of this section.
- C. Beginning of installation means installer accepts existing conditions.

#### **3.2 PREPARATION**

- A. Rake smooth and lightly roil topsoil.

#### **3.3 INSTALLATION**

- A. Within 48 hours prior to placing sod, apply fertilizer at a rate of 19 pounds per 1,000 square feet.
- B. Mix fertilizer thoroughly into upper 2 inches of topsoil and water lightly to aid the dissipation of fertilizer.
- C. Moisten prepared surface immediately prior to laying sod.
- D. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- E. Place top elevation of sod flush with adjoining edging, paving and curbs.
- F. On slopes 33 percent and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 24 inches on center. Drive pegs flush with soil portion of sod.
- G. Prior to placing sod on slopes exceeding 67 percent, or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.

- H. Water sodded areas immediately after installation at a rate of 5 gallons per square yard.

**3.4 MAINTENANCE**

- A. Mow grass at regular intervals to maintain at a maximum height of 2 1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- B. Maintain grass until job is accepted by the Owner or until the grass exhibits a vigorous growing condition, whichever occurs last.
- C. Neatly trim edges and hand clip where necessary.
- D. Immediately remove clippings after mowing and trimming.
- E. Water to prevent grass and soil from drying out.
- F. Immediately replace sod in areas which show deterioration or bare spots.

**3.5 PROTECTION**

- A. Protect finished work under provisions of Section 015000.
- B. Protect sodded areas with warning signs during maintenance period.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Trees.
2. Shrubs.
3. Tree stabilization.

**B. Related Sections:**

1. Division 31 Section "Site Clearing" for protection of existing trees and plantings, topsoil stripping and stockpiling, and site clearing.
2. Division 31 Section "Earth Moving" for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.
3. Division 32 Section Sodding for lawn planting.

**C. References:**

1. FS O-F-241 - Fertilizers, Mixed, Commercial.

**1.2 DEFINITIONS**

- A. **Backfill:** The earth used to replace or the act of replacing earth in an excavation.
- B. **Balled and Burlapped Stock:** Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than sizes indicated; wrapped, tied, rigidly supported, and drum laced as recommended by ANSI Z60.1.
- C. **Balled and Potted Stock:** Exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated.
- D. **Bare-Root Stock:** Exterior plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of exterior plant required.
- E. **Container-Grown Stock:** Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of exterior plant required.
- F. **Fabric Bag-Grown Stock:** Healthy, vigorous, well-rooted exterior plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.
- G. **Finish Grade:** Elevation of finished surface of planting soil.

- H. **Manufactured Topsoil:** Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- I. **Planting Soil:** Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- J. **Subgrade:** Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- K. **Subsoil:** All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

### 1.3 SUBMITTALS

- A. **Product Data:** For each type of product indicated.
- B. **Qualification Data:** For qualified landscape Installer.
- C. **Product Certificates:** For each type of manufactured product, from manufacturer, and complying with the following:
  - 1. Manufacturer's certified analysis for standard products.
- D. **Material Test Reports:** For existing surface soil and imported topsoil.
- E. **Planting Schedule:** Indicating anticipated planting dates for exterior plants.
- F. **Maintenance Instructions:** Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods.
- G. **SDS's:** For herbicides, pesticides and fertilizers. For information only.

### 1.4 QUALITY ASSURANCE

- A. **Installer Qualifications:** A qualified landscape installer whose work has resulted in successful establishment of exterior plants with minimum three years' experience.
  - 1. **Installer's Field Supervision:** Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. **Nursery Qualifications:** A qualified nursery whose work has resulted in successful growing and cultivating exterior plants with minimum three years' experience.
- C. **Topsoil Analysis:** Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
  - 1. Report suitability of topsoil for plant growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above the ground for trees up to 4-inch caliper size, and 12 inches above the ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- F. Observation: Engineer may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Engineer retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
  - 1. Notify Engineer of sources of planting materials seven days in advance of delivery to site.

### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver exterior plants freshly dug.
- B. Do not prune trees and shrubs before delivery except as approved by Engineer. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- C. Handle planting stock by root ball.
- D. Deliver fertilizer in waterproof bags showing weight, chemical analysis and name of manufacturer.
- E. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.
  - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  - 2. Do not remove container-grown stock from containers before time of planting.
  - 3. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

### **1.6 PROJECT CONDITIONS**

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed according to manufacturer's written instructions and warranty requirements.
- B. Coordination with Lawns: Plant trees and shrubs after finish grades are established and before planting lawns unless otherwise acceptable to Engineer.

1. When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.

## 1.7 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
    - b. Structural failures including plantings falling or blowing over.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  2. Warranty Periods from Date of Substantial Completion:
    - a. Trees and Shrubs: One year.
    - b. Plants: One year.
  3. Include the following remedial actions as a minimum:
    - a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
    - b. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
    - c. A limit of one replacement of each exterior plant will be required except for losses or replacements due to failure to comply with requirements.
    - d. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

## PART 2 - PRODUCTS

### 2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Provide trees and shrubs of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.

- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1.
- D. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

## 2.2 BROADLEAF EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
- B. Form and Size: Specimen quality as described, symmetrically shaped broadleaf evergreens.
  - 1. Shearing Designation: Semi-sheared or lightly sheared (LS).
  - 2. Provide balled and burlapped balled and potted container-grown fabric bag-grown trees.

## 2.3 PLANTS

- A. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.
- B. Perennials: Provide healthy, field-grown plants from a commercial nursery, of species and variety shown or listed, complying with requirements in ANSI Z60.1.

## 2.4 TOPSOIL

- A. Topsoil: NYS Department of Transportation Standard Specification 713-01 Type A.

## 2.5 INORGANIC SOIL AMENDMENTS

- A. Limestone: NYS Department of Transportation Standard Specification 713-02.

## 2.6 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
  - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.5 to 5.5, NYS Department of Transportation Standard Specification 713-15.
- C. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.

- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

## **2.7 FERTILIZER**

- A. Commercial Fertilizer: NYS Department of Transportation Standard Specification 713-03, Type No. 3 (10-6-4).

## **2.8 MULCHES**

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Ground or shredded bark.

- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

- C. Mineral Mulch: Hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of following type, size range, and color:

1. Type: Crushed stone or gravel.
2. Size Range: 3/4 inch maximum, 1/4 inch minimum.
3. Color: Readily available natural gravel color range.

## **2.9 WEED-CONTROL BARRIERS**

- A. Polyethylene Sheeting: ASTM D 4397, black, 0.006-inch minimum thickness.
- B. Nonwoven Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. minimum.
- C. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, 4.8 oz./sq. yd..

## 2.10 LANDSCAPE EDGINGS

- A. Aluminum Edging: Standard-profile extruded-aluminum edging, ASTM B 221, Alloy 6063-T6, fabricated in standard lengths with interlocking sections with loops stamped from face of sections to receive stakes.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Curv-Rite, Inc.
    - b. Permaloc Corporation.
    - c. Russell, J. D. Company (The).
    - d. Sure-Loc Edging Corporation.
  2. Edging Size: 1/8 inch wide by 5-1/2 inches deep.
  3. Stakes: Aluminum, ASTM B 221, Alloy 6061-T6, approximately 1-1/2 inches wide by 12 inches long.
  4. Finish: Mill.

## 2.11 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- B. Trunk-Wrap Tape: Two layers of crinkled paper cemented together with bituminous material, 4-inch- wide minimum, with stretch factor of 33 percent.

## 2.12 PLANTING SOIL MIX

- A. Planting Soil Mix: For every 4 cu. yd. of topsoil, mix topsoil with the following soil amendments and fertilizers in the following quantities:
1. Peat Moss: 1-1/2 cu. ft. bale or 15 bushels (loose measure)
  2. Fertilizer: 5 lb.
  3. Bonemeal: 80 lb.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before planting. Make minor adjustments as required.
- D. Lay out exterior plants at locations directed by Engineer. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Trunk Wrapping: Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping. Wrap trees of 2-inch caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling.
- F. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
  - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- G. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

### 3.3 PLANTING BED ESTABLISHMENT

- A. Loosen subgrade of planting beds to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Apply superphosphate fertilizer directly to subgrade before loosening.
  - 2. Thoroughly blend planting soil mix off-site before spreading.
    - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    - b. Mix lime with dry soil before mixing fertilizer.
  - 3. Spread planting soil mix to a depth of 6 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- C. Before planting, restore planting beds if eroded or otherwise disturbed after finish grading.

### 3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
1. Excavate approximately three times as wide as ball diameter for balled and burlapped stock.
  2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
  3. If drain tile is shown or required under planted areas, excavate to top of porous backfill over tile.
- B. Subsoil removed from excavations may be used as backfill.
- C. Obstructions: Notify Engineer if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

### 3.5 TREE AND SHRUB PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- B. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.
1. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- C. Organic Mulching: Apply 2-inch average thickness of organic mulch extending 12 inches beyond edge of planting pit or trench. Do not place mulch within 3 inches of trunks or stems.
- D. Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping. Wrap trees of 2-inch caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling.
- E. Trunk Wrapping: Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping. Wrap trees of 2-inch caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling.

**3.6 TREE AND SHRUB PRUNING**

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees and shrubs as directed by Engineer.
- C. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by Engineer, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character.

**3.7 EDGING INSTALLATION**

- A. Edging: Install edging where indicated according to manufacturer's written instructions. Anchor with stakes spaced approximately 48 inches apart, driven below top elevation of edging.

**3.8 PLANT MAINTENANCE**

- A. Tree and Shrub Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, adjusting and repairing stakes and guy supports root-ball stabilization, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.
- B. Ground Cover and Plant Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings.

**3.9 CLEANUP AND PROTECTION**

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

**3.10 DISPOSAL**

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

**END OF SECTION**

**PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Pipe and fittings.
2. Couplings.
3. Manholes.
4. Non-shrink grout.
5. Cast iron frames and covers.
6. Lock joint flexible sleeves.
7. Accessories

**B. Related Sections:**

1. Section 312316.13 - Trenching and Backfilling

**C. References**

1. ASTM C33 - Concrete Aggregates.
2. ASTM C109 - Test Method for Compressive Strength of Hydraulic Cement Mortars Using 2-inch or 50-mm Cube Specimens.
3. ASTM C150 - Portland Cement.
4. ASTM C478 - Precast Reinforced Concrete Manhole Sections.
5. Great Lakes-Upper Mississippi River Board of State Sanitary Engineers. Recommended Standards for Sewage Works (Ten State Standards).
6. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
7. ACI 308 - Standard Practice for Curing Concrete.
8. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
9. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
10. ANSI/AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and Other Liquids.
11. ANSI/AWWA - C115/A21.15 - American National Standard for Flanged Ductile Iron Pipe with Threaded Flanges.



12. ANSI/AWWA C150/A21.50 - American National Standard for Thickness Design of Ductile Iron Pipe.
13. ANSI/AWWA C600-93 - Installation of Ductile Iron Water Mains and Appurtenances.
14. ANSI B18.2.1 - Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws.
15. ANSI B18.2.2 - Square and Hex Nuts (Inch Series).
16. ASTM A307 - Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
17. ANSI B18.2.1 - Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws.
18. ANSI B18.2.2 - Square and Hex Nuts (Inch Series).
19. ASTM C32 - Standard Specification for Sewer and Manhole Brick (Made from clay or shale).

## **1.2 INFORMATIONAL SUBMITTALS**

- A. Product Data:
  1. Pipe materials, pipe fittings, manhole steps, accessories and detectable marking tape.
- B. Shop Drawings: For manholes. Include plans, elevations, sections, details, and frames and covers.
- C. Manufacturer's Installation Instructions: Indicate special procedures required to install products.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Precast Concrete Structures: Indicate structure dimensions, sleeve locations, elevation and size, concrete strength and reinforcing bars. Submit manhole schedule showing all necessary structure information used to fabricate the unit.
- F. Frames and Covers: Indicate material, loading capability and dimensions.
- G. Non-Shrink Grout: Indicate shrinkage and expansion characteristics, strength, setting time, and composition.
- H. Submit description of proposed method of control for line and grade during sanitary sewer installation.

## **1.3 DELIVERY, STORAGE, AND HANDLING**

- A. Do not store plastic pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.



#### **1.4 PROJECT CONDITIONS**

- A. Interruption of Existing Sanitary Sewerage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
  - 1. Notify Engineer no fewer than two days in advance of proposed interruption of service.
  - 2. Do not proceed with interruption of service without Engineer's written permission.

#### **1.5 PROJECT RECORD DOCUMENTS**

- A. Accurately record actual locations of piping mains, house connections, fittings, and invert elevations.
- B. Identify and describe discovery of uncharted utilities.

#### **1.6 QUALITY ASSURANCE**

- A. Perform work in accordance with the following:
  - 1. Ten State Standards
  - 2. Suffolk County Department of Health Services Standards
- B. PVC Pipe: Manufacturer's name, size, letter "PVC", "Sewer Pipe" and manufacturer's code, cell classification and ASTM designation stamped on pipe.

#### **1.7 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install underground piping when bedding is wet or frozen.
- B. Do not mix or place mortar and non-shrink grout if ambient temperature is below 40 degrees F.
- C. Do not backfill over or with frozen materials.

### **PART 2 - PRODUCTS**

#### **2.1 PIPE AND FITTINGS**

- A. PVC Pipe: AWWA C900, DR 18, Class 150 PVC with cell classification of 12454B as defined in Specifications ASTM D1784.
- B. Ductile Iron Pipe: AMERICAN DUCTILE IRON PIPE, US PIPE & FOUNDRY CO. or equal.
  - 1. DI pipe shall be centrifugally cast with primary graphite in nodular form or spherulitic and conform to AWWA C151.
  - 2. All buried and exposed (dry and submerged service) DI pipe shall be thickness Class 53 in locations indicated on Drawings.



3. All buried pipe and fittings shall be provided with bituminous seal coat in accordance with AWWA C106, inside and out.
4. Joints:
  - A. Buried Piping: AWWA C111 push on joint with stainless steel locking segments vulcanized into rubber ring gasket, Flex-Ring ® by American Ductile Iron Pipe or FieldLok ® by U.S. Pipe or equal.
  - B. Exposed and Buried Service Bolts and Nuts: Nuts and bolts shall be alloy steel conforming to the physical properties of ASTM A563. Bolts shall conform to ANSI B18.2.1. Nuts shall conform to ANSI B18.2.2. Bolts and nuts for grooved pipe shall be heat-treated plated carbon steel, track head, conforming to the physical properties of ASTM A183. Paint exposed and buried bolts and nuts in accordance with Section 099100.
  - C. Lubricant for Joints: Shall have no deteriorating effects on gasket or pipe material and shall be supplied by the pipe manufacturer or joint manufacturer in sufficient quantity.
  - D. Couplings: Smith Blair, Inc., Model 411 or equal for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
- C. Precast concrete: COASTAL PIPELINE PRODUCTS, Calverton, New York or equal.

## 2.2 MANHOLES

- A. Standard Precast Concrete Manholes:
  1. Description: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for sealant joints.
  2. Inside diameter: 48 inches (1200 mm) minimum unless otherwise indicated.
  3. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
  4. Base Section: 8-inch (150-mm) minimum thickness for floor slab and 8-inch (100-mm) minimum thickness for walls and base riser section; with separate base slab or base section with integral floor.
  5. Riser Sections: 4-inch (100-mm) minimum thickness, of length to provide depth indicated.
  6. Top Section: Flat-slab-top type.
  7. Joint Sealant: ASTM C 990 (ASTM C 990M), bitumen or butyl rubber.
  8. Steps: ASTM A 615/A 615M, deformed, 1/2-inch (13-mm) steel reinforcing rods encased in ASTM D 4101, PP; wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- inch (300- to 400-mm) intervals. Omit steps if total depth from floor of manhole to finished grade is less than 48 inches.



B. Manhole Frames and Covers:

1. Description: Ferrous; 24-inch (610-mm) ID by 8-inch (175- to 225-mm) riser, with 4-inch- (100-mm-) minimum-width flange and 26-inch- (660-mm-) diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "SANITARY SEWER."
2. Material: ASTM A 48/A 48M, Class 35 gray iron unless otherwise indicated.

C. Manhole Interior Coatings:

1. Description: Interior concrete surfaces of manholes scheduled to receive flow from a force main connection shall be coated with two-part epoxy coating in accordance with Section 099100.

### 2.3 CONCRETE

A. General: Cast-in-place concrete complying with ACI 318, ACI 350/350R, and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.

1. Reinforcing Fabric: ASTM A 185/A 185M, steel, welded wire fabric, plain.
2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.

C. Manhole Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.

1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
  - A. Invert Slope: 0.1 foot through manhole.
2. Benches: Concrete, sloped to drain into channel.
  - A. Slope: 4 percent.

D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water/cementitious materials ratio.

1. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.

- E. Flexible Pipe to Manhole Connector: NPC, INC. KOR-N-SEAL I which meets or exceeds the requirements of ASTM C923. Installation band to secure to opening in manhole wall and pipe clamp shall be Series 304 stainless steel.

#### **2.4 NON-SHRINK GROUT**

- A. General: No shrinkage (0.0%) and a maximum 4.0% expansion when tested in accordance with ASTM C827. No shrinkage (0.0%) and a maximum of 0.2% expansion in the hardened state when tested in accordance with CRD-C-621.
- B. Compressive Strength: A minimum 28-day compressive strength of 5,000 psi when tested in accordance with ASTM C109.
- C. Setting Time: A minimum initial set time of 60 minutes when tested in accordance with ASTM C191.
- D. Composition: Shall not contain metallic particles such as aluminum powders, iron filings, or expansive cement.

#### **2.5 ACCESSORIES**

- A. Marking Tape: Solid plastic detectable tape with a minimum total thickness of 4.5 mil. Tape resistant to alkalis, acids and other destructive elements. Green in color, minimum 6 inches wide with the words "Caution - Sanitary Sewer" repeated every 16-36 inches, conforming to APWA uniform color code and in accordance with SCDPW requirements.
- B. Sewer Brick: ASTM C32, Grade MS.

#### **2.6 SOURCE QUALITY CONTROL**

- A. Provide compressive strength test results of concrete used in making precast concrete structures. Provide data for cylinders tested in accordance with ASTM C39 at seven days and twenty-eight days.
- B. Age precast concrete structures at least two weeks before shipment.

### **PART 3 - EXECUTION**

#### **3.1 PIPING INSTALLATION**

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements. Maximum variation from the indicated slope is 1/8 inch in 10 feet.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.

- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure, drainage piping according to the following:
  - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent unless otherwise indicated.
- F. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

### 3.2 PIPE JOINT CONSTRUCTION

- A. Pipe couplings, expansion joints, and deflection fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
  - 1. Use non-pressure flexible couplings where required to join gravity-flow, non-pressure sewer piping unless otherwise indicated.
    - A. Shielded flexible couplings for pipes of same or slightly different OD.
    - B. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
    - C. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

### 3.3 MANHOLE INSTALLATION

- A. General: Install manholes complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Form continuous concrete channels and benches between inlets and outlet.
- D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops (76 mm) at finished surface elsewhere unless otherwise indicated.
- E. Install precast concrete base, shaft, and slab top of precast plumb and level. Establish elevations and pipe inverts for inlets and outlets as indicated. Locate manhole rungs as directed by the Engineer relative to the top slab opening.
- F. Adjust lock joint flexible sleeve or install non-shrink grout to provide water-tight pipe penetration. Mount lid and frame level in grout, secured to top section to elevation indicated.
- G. Perform all mixing, surface preparation and grouting in accordance with manufacturer's recommendations.

- H. In each stretch of underground pipe, light shall be visible from one end to the other and the pipe shall be true to line and grade. All deposits found in the pipes, protruding cement or packing shall be removed and the sewer bore left clean and free through its entire length. There shall be no visible leakage into any stretch of sewer. All manholes and other appurtenance shall be of the specified size and form and of neat appearance, and their tops shall be set to the proper grade. If the Work is found to be in any condition other than in accordance with these specifications, it shall be brought to proper condition by cleaning, pointing, or if necessary, excavating and rebuilding.

### **3.4 CONNECTIONS**

- A. Make connections to existing piping and underground manholes.
1. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
  2. Make connections between pipes of different materials with approved adapters. The encasement of adapter made connections with concrete is not permitted. Commence pipe laying at the lowest point, with the spigot ends pointing in the direction of flow.
  3. The use of excessive force or blunt instruments is prohibited in installing the pipe into the walls of existing manholes and structures. Neatly core drill a hole through the existing wall, to achieve the minimum diameter hole required to install the pipe true to line and grade. The structure shall be maintained in good repair. Provide flexible and watertight connection at the wall.
  4. In making the connection to an existing manhole or structure, pump out each structure in order to make this connection.

### **3.5 IDENTIFICATION**

- A. Comply with requirements in Section 312316.13 "Trenching and Backfilling" for underground utility identification devices. Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
1. Use detectable warning tape over nonferrous piping and over edges of underground manholes.
  2. After partially backfilling, install marking tape 18 to 24-inches above crown of pipe. Place as straight as possible. Hold tape to position by adding backfill with hand shovels before using mechanical equipment to finish backfill.

### **3.6 FIELD QUALITY CONTROL**

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
1. Submit separate report for each system inspection.
  2. Defects requiring correction include the following:
    - A. Alignment: Less than full diameter of inside of pipe is visible between structures.

- B. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 96 percent of piping diameter.
  - C. Damage: Crushed, broken, cracked, or otherwise damaged piping.
  - D. Infiltration: Water leakage into piping.
  - E. Exfiltration: Water leakage from or around piping.
- 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Non-Pressure Piping Testing:
- 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.
- C. 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 manhole pipe.
  - 3. Fill upstream manhole 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.



D. 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.

E. Leaks and loss in test pressure constitute defects that must be repaired.

F. Perform compaction testing in accordance with ASTM D2922.

G. Perform field inspection and testing under provisions of Division 01 Section "Quality Control".

H. Request inspection prior to and immediately after placing backfill. Perform compaction testing in accordance with ASTM D2922. If tests indicate work does not meet specified requirements, remove work, replace, and retest at no cost to Owner.

### 3.7 INSTALLATION - GENERAL

A. Maintain separation of sanitary sewer from water piping in accordance with regulations of County Department of Health, State Department of Environmental Conservation, and the Recommended Standards for Wastewater Facilities.

B. Parallel Water and Sewer Lines - Pipelines carrying sewage, sludge or other wastewater, whether treated or not, shall not be located any closer than 10 feet horizontally from a potable water pipeline. If it is not possible to maintain horizontal separation, the lines may be located at least 3 feet horizontally from each other, provided that there is at least 18 inches of clear vertical separation, with the sewer line being below the water line.

1. Special Conditions: When it is impossible to achieve the requirements of the above paragraph, immediately notify Engineer. If Engineer concurs, he will order the construction of the sewer with ductile mechanical joint pipe and may order the reconstruction of the existing water line. Regardless, sewer shall be installed at a lower elevation than the water line and sewer line and the reconstructed water line shall be pressure tested for leakage in accordance with water utility requirements.

C. Water and Sewer Line Crossings - Whenever water and sewer lines must cross, the sewer shall be situated below the water line with at least an 18 inches of clear vertical separation. In no case shall a water line pass under a sewer.

1. Special Conditions: When it is impossible to achieve the requirements of the above paragraph, immediately notify Engineer. If Engineer concurs, he will order 1) the water pipe raised, 2) the construction of the sewer line with ductile mechanical joint pipe. Regardless, sewer shall be installed at a lower elevation than the water line. The full



length of sewer pipe shall be centered under the crossing line. The joint shall not be closer than 9.5 feet to the crossing.

- D. Unusual Conditions - Immediately notify Engineer when it is impossible to achieve any of the above conditions. The Engineer will prescribe the procedures to be followed.
- E. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- F. Drainage of construction excavations through sanitary sewers shall not be permitted.
- G. Maintain the excavation free of water during the progress of the Work. No pipe shall be laid in water nor shall there be any joints made up in water. No separate allowance for pumping or otherwise removing water will be made. All slides or cave-ins of the trenches or cuts shall be remedied at the expense of the Contractor, and to the satisfaction of the Engineer.
- H. All adjustments to the line and grade of pipe laid on earth foundation shall be done by scraping away or filling in the earth under the barrel of the pipe, and not by blocking or wedging. Where excavation has been carried too deep but not in excess of six (6) inches, the Contractor may replace with suitable earth and hand tamp same to provide a firm foundation. Wherever the Contractor has excavated to a depth in excess of six (6) inches, the Engineer may order broken stone or gravel fill without additional compensation to the Contractor. In all cases the trench under the joint shall be excavated to permit an even bearing for the barrel of the pipe.
- I. When unsuitable materials and/or conditions are encountered, the Engineer may direct the excavation to continue below grade and the trench filled with crushed blue stone foundation, or the Engineer may order other corrective measures.
- J. Where required, holes and spaces to be used for joints shall be sufficiently large to leave the joint of each pipe free and not resting on the ground at any point. Every joint shall be made up in the trench.

### **3.8 PIPE INSTALLATION**

- A. Excavate and shape the trench to conform with the details shown on the Drawings. If accidental or intentional over excavation of the trench occurs, in depth or width, such corrective measures as are, in the opinion of the Engineer necessary to rectify the conditions shall be taken by the Contractor. No additional compensation will be made therefor. This requirement applies equally in the case of cave-in of the trench walls, by failure to apply necessary sheeting measures.
- B. Join sections of pipe by hand only, without the use of levers or other mechanical aids. Both the sealing gasket and the adjoining spigot end shall be thoroughly cleaned and coated with lubricant. The spigot end shall be placed in the bell end only as far as the reference mark provided on each spigot end, to allow for expansion, contraction, and deflection, and not "pushed home".
- C. Pipe lengths of twenty (20) feet shall be utilized, except that shorter lengths of 12-1/2 feet, or random lengths, may be utilized where connections to manholes, house connection wyes and tees, and similar circumstances are present, only inasmuch as is necessary to properly effect the joint(s) in the desired location. In all cases, the number of pipe joints shall be minimized. In the case of random lengths of pipe, provide proper reference marks on spigot ends prior to assembling.

- D. Perform field cutting of pipe to ensure a perfectly square cut. After cutting, bevel the cut end to match that of a factory finished beveled end. Bevels shall be formed with the use of a beveling tool, which will automatically produce the correct taper. Take care to ensure that the correct bevel angle is produced.
- E. Place and compact embedment materials in accordance with Paragraph 5.10.2, “Methods of Placing Embedment Materials”, of Recommended Standard UNI-B-5 of the Uni-Bell Plastic Pipe Association, subject to the conditions of the Plans and these Specifications. Pipe haunching and initial backfill shall be brought up and compacted equally on either side of the pipe, to preclude disturbance of the pipe, in layers not to exceed four inches in height, by use of hand tamping supplemented by mechanical compacting using hand-operated compactors, similar to “Whacker” or equal. Flooding, puddling and jetting of initial backfill are prohibited for PVC pipe installations.
- F. Place and compact final backfill, as modified herein. “Hydrohammers” and similar compacting equipment, which, in the opinion of the Engineer, may cause disturbance to the pipe and/or the materials in the pipe zone (bedding, haunching, and initial backfill) shall not be utilized within four feet (4’) of the pipe. This shall not be construed to preclude the use of mechanical compactors, “hoe-packers”, and the like, which may be demonstrated, by the Contractor, to produce no deleterious effects on the embedment materials. Such demonstration shall be the responsibility of the Contractor. The use of mechanical compaction equipment shall be in accordance with the pipe manufacturer’s recommendations, and as approved by the Engineer.
- G. The Contractor’s specific attention is directed towards effecting and maintaining the specified compaction of the embedment materials in the pipe zone. Lower limit for sheeting driven and pulled shall be one foot above the top of the pipe. All sheeting placed below this level shall be cut off at said point and left in place.
- H. Use of a moveable “trench box” when moved, may cause disturbance to the materials in the pipe zone. Usage of a trench box, for protection of personnel in accordance with OSHA requirements, will be permitted only under one of the following conditions, which shall be the Contractor’s responsibility to propose and employ:
  - 1. Position the moveable trench box on a shelf above the pipe springline, with the pipe installed in a narrow, vertical walled subditch. The width of the subditch shall not exceed the O.D. of the pipe plus 9 inches on each side; or
  - 2. Increase the overall trench width to produce a minimum clearance of 2-1/2 pipe diameters between the pipe barrel and the trench box on each side of the pipe after embedment has been placed and compacted. In utilizing this option, all voids left in the embedment material as the result of trench box removal shall be filled and compacted. Disturbance to the loss of compaction density in the pipe zones is not permitted.
  - 3. Submit proposed method of meeting the above-specified conditions to the Engineer, for approval. No additional compensation will be made for meeting these conditions, nor for additional excavation, backfill, repaving, or similar items, outside of the payment limits as shown on the Drawings.
- I. Compaction of embedment materials, including bedding, haunching, and initial backfill shall be as shown on the Drawings, but in no case shall the density attained be less than that required for the final backfill above. The Contractor’s attention is directed toward compaction requirements for pavement sub-base material, specified elsewhere in the specifications.



**3.9 SITE TOLERANCES**

- A. Maximum variation from proposed rim elevation shall be 1/4 inch.

**3.10 PROTECTION**

- A. Protect pipes, structures and appurtenances from damage or displacement during backfilling.

**END OF SECTION**

# TOWN OF RIVERHEAD RIVERHEAD SEWER DISTRICT

CONTRACT NO. RDSD-0603

HOTEL INDIGO  
SEWER EXTENSION

SUFFOLK COUNTY, NEW YORK

NOVEMBER 2018



TOWN SUPERVISOR

Laura Jens-Smith

TOWN BOARD

Jodi Giglio  
Catherine Kent  
James Wooten  
Tim Hubbard

TOWN CLERK

Diane M. Wilhelm

SEWER DISTRICT SUPERINTENDENT

Michael P. Reichel

ASSISTANT SUPERINTENDENT

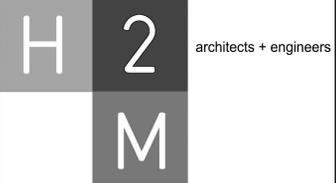
Timothy Allen

CONSECUTIVE PG. #

1 G0.0  
2 G1.0  
3 SB1.0  
4 C1.0  
5 C2.0  
6 C3.0  
7 C3.1  
8 C4.0  
9 C4.1

SHEET INDEX

COVER SHEET  
GENERAL NOTES  
SOIL BORINGS (FOR INFORMATION ONLY)  
EXISTING CONDITIONS & SEWER UTILITY EASEMENT OVERVIEW PLAN  
HOTEL INDIGO SEWER EXTENSION OVERVIEW PLAN  
HOTEL INDIGO SEWER EXTENSION PLAN & PROFILE  
(STA 0+00 - STA 7+59)  
HOTEL INDIGO SEWER EXTENSION PLAN & PROFILE  
(STA 7+59 - STA 11+56)  
DETAILS  
MANHOLE DETAILS



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PROJECT # RDSD 06-03

DATE: NOVEMBER 2018

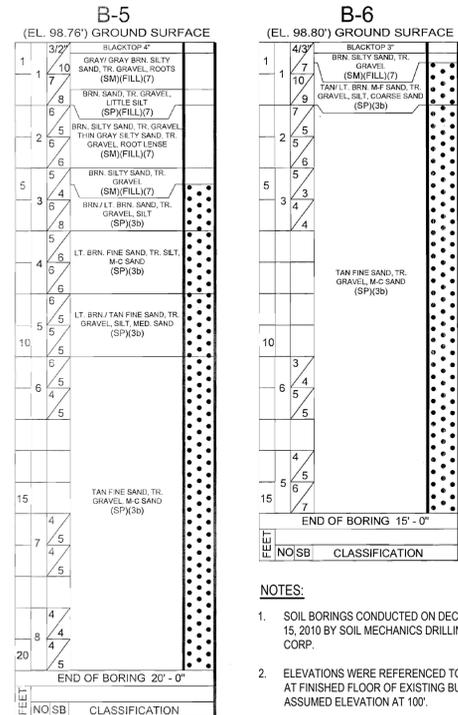
DESIGNED BY: SCH/NFB

DRAWN BY: SNM/NFB

CHECKED BY: REVIEWED BY:

CLIENT  
**Town of Riverhead**  
Riverhead Sewer District  
Hotel Indigo  
Sewer Extension





**NOTES:**

- SOIL BORINGS CONDUCTED ON DECEMBER 15, 2010 BY SOIL MECHANICS DRILLING CORP.
- ELEVATIONS WERE REFERENCED TO B.M. - AT FINISHED FLOOR OF EXISTING BUILDING. ASSUMED ELEVATION AT 100'.



UNIFIED SOIL CLASSIFICATION	
SOIL GROUPS	TYPICAL NAMES AND SOIL SYMBOLS
GW	WELL GRADED GRAVELS, GRAVEL SAND MIXTURES, LITTLE OR NO FINES
GP	POORLY GRADED GRAVELS OR GRAVEL SAND MIXTURES, LITTLE OR NO FINES
GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURE
GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURE
SW	WELL GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
SP	POORLY GRADED SANDS OR GRAVELLY SANDS, LITTLE OR NO FINES
SM	SILTY SANDS, SAND - SILT MIXTURES
SC	CLAYEY SANDS, SAND - CLAY MIXTURES
ML	INORGANIC SILTS, VERY FINE SANDS, CLAYEY SILTS, SLIGHT PLASTICITY
CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS
OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SILTS, ELASTIC SILTS
CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
Pt	PEAT AND OTHER HIGHLY ORGANIC SILTS

ALLOWABLE SOIL BEARING PRESSURES, N.Y.C. BLDG. CODE TABLE 1804.1		
CLASS OF MATERIALS (Notes 1 & 2)	MAXIMUM ALLOWABLE FOUNDATION PRESSURE (PSF)	MAXIMUM ALLOWABLE FOUNDATION PRESSURE (PSF)
1. BEDROCK (NOTES 2 & 7)		
1a HARD SOUND ROCK - GNEISS, DIABASE, SCHIST	60	5,740
1b MEDIUM HARD ROCK - MARBLE, SERPENTINE	40	3,330
1c INTERMEDIATE ROCK - SHALE, SANDSTONE	20	1,915
1d SOFT ROCK - WEATHERED ROCK	8	766
2. SANDY GRAVEL & GRAVEL (GW, GP) (NOTES 3, 4, & 8, 9)		
2a DENSE	10	958
2b MEDIUM	6	575
3. GRANULAR SOILS (GC, GM, SW, SP, SM & SQ) (NOTES 4, 5, 8, & 9)		
3a DENSE	6	575
3b MEDIUM	3	287
4. CLAYS (SC, CL, & CH) (NOTES 4, 6, 8, & 9)		
4a HARD	5	479
4b STIFF	3	287
4c MEDIUM	2	192
5. SILTS & SILTY SILTS (ML & MH) (NOTES 4, 8, & 9)		
5a DENSE	3	287
5b MEDIUM	1.5	144
6. ORGANIC SILTS, ORGANIC CLAYS, PEATS, SOFT CLAYS, LOOSE GRANULAR SOILS, & VARIED SILTS	SEE 1804.2.1	SEE 1804.2.1
7. CONTROLLED & UNCONTROLLED FILLS	SEE 1804.2.2 OR 1804.2.3	SEE 1804.2.2 OR 1804.2.3

COMPACTION RELATED TO SPOON BLOWS PER FOOT			
	SAND	SILT & CLAY	
LOOSE	15 OR LESS	SOFT	10 OR LESS
MEDIUM	16 TO 39	MEDIUM	11 TO 29
DENSE	40 OR MORE	HARD	30 OR MORE

**"N"** STANDARD PENETRATION TEST (2" SPOON, 140lb HAMMER, 30" FALL)

N=17 BLOWS PER FOOT TO OBTAIN BLOWS PER FOOT (N) USE THE 2ND & 3RD 6" INCREMENT

ROTARY CASING	EXTRA HEAVY CASING	SAMPLE SPOON
2.5		2.0

HAMMER WEIGHT, POUNDS: 140  
HAMMER FALL, INCHES: 30

**LEGEND :**

- EXISTING TRASH COMPACTOR
- EXISTING ELECTRICAL TRANSFORMER
- EXISTING ELECTRIC SERVICE
- EXISTING GAS SERVICE
- EXISTING WATER SERVICE
- ELECTRIC OH
- EXISTING SEWER
- EXISTING GAS MAIN
- EXISTING CONCRETE CURB
- EXISTING DROP CURB
- FORCE MAIN
- EXISTING FENCE
- EXISTING CONTOUR
- EXISTING TELEPHONE
- TOP OF CURB ELEVATION
- BOTTOM OF CURB ELEVATION
- SPOT ELEVATION
- EXISTING CATCH BASIN
- EXISTING UTILITY POLE
- GLYWIRE
- EXISTING WATER VALVE
- EXISTING WATER METER
- TRAFFIC SIGNAL BOX
- LEACHING POOL WITH COVER TO GRADE
- LEACHING POOL WITH BURIED COVER
- SANITARY SYSTEM MANHOLE COVER
- EXISTING LIGHT POLE
- EXISTING GAS SHUTOFF

**SOIL BORING PLAN**

SCALE: 1"=40'  
NOTES:  
1. BACKGROUND AERIAL ORTHO IMAGERY FROM 2016. HTTP://GIS.NY.GOV/GATEWAY/MI/

**SUBSURFACE EXPLORATION DATA**  
(FOR INFORMATION ONLY - NOT PART OF CONTRACT DOCUMENTS)

THIS INFORMATION IS OFFERED SOLELY FOR THE PURPOSES OF PLACING BIDDERS IN RECEIPT OF INFORMATION AVAILABLE, AND IN NO EVENT IS TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS. THE BIDDER MAY INTERPRET SUCH DATA ACCORDING TO HIS/HER OWN JUDGMENT AND ACKNOWLEDGES THAT HE/SHE IS NOT RELYING UPON THE SAME AS ACCURATELY DESCRIBING THE SUBSURFACE CONDITIONS WHICH MAY BE FOUND TO EXIST. THE BIDDER FURTHER ACKNOWLEDGES THAT HE/SHE ASSUMES ALL RISK CONTINGENT UPON THE NATURE OF THE SUBSURFACE CONDITIONS TO BE ACTUALLY ENCOUNTERED BY HIM/HER IN PERFORMING THE WORK OF THE CONTRACT, EVEN THOUGH SUCH ACTUAL CONDITIONS MAY RESULT IN THE BIDDER PERFORMING MORE OR LESS WORK THAN HE/SHE ORIGINALLY ANTICIPATED.

SHEET TITLE

**SOIL BORINGS**  
**(FOR INFORMATION ONLY)**

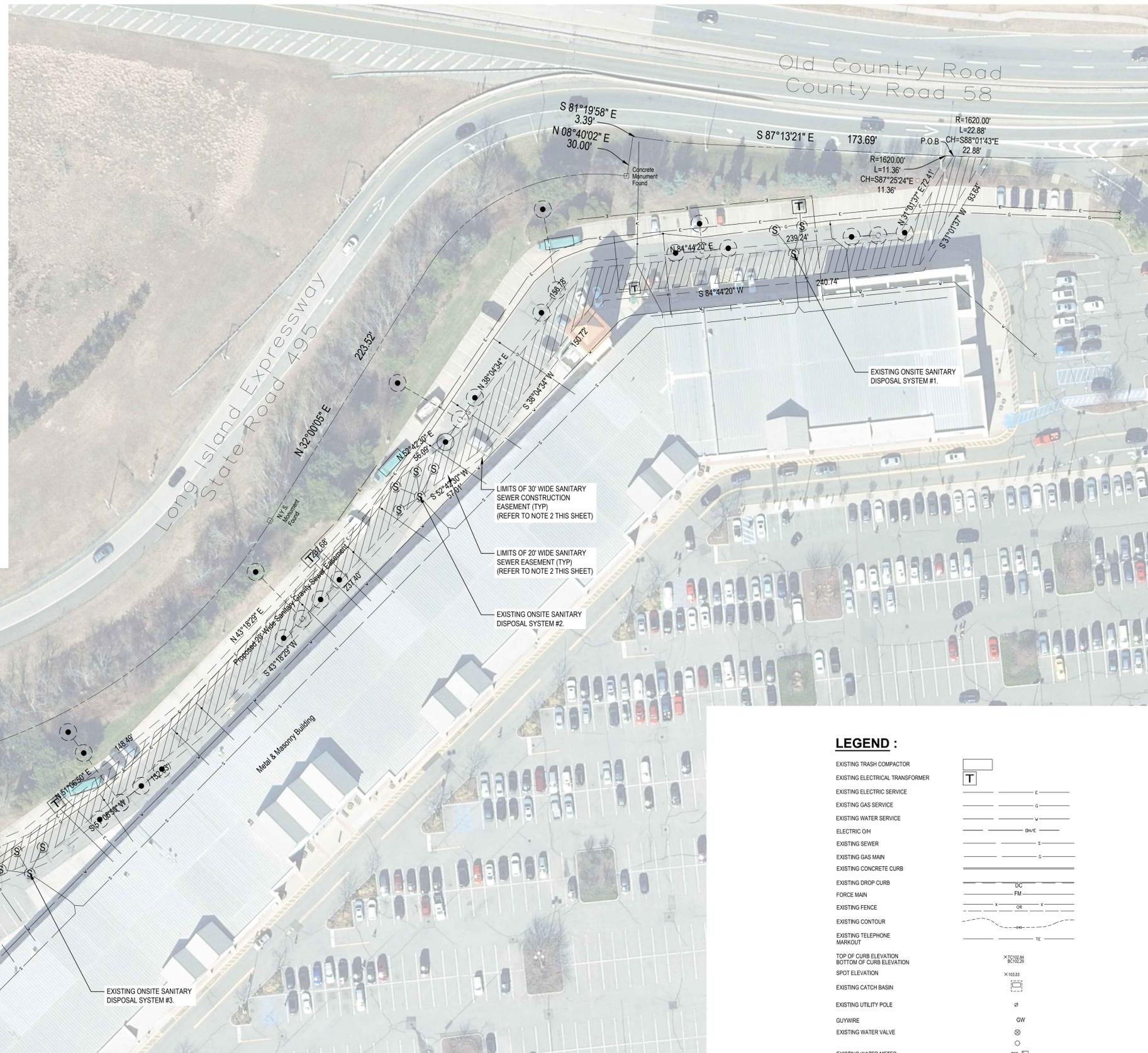
SHEET # **3** OF **9**

**SB1.0**

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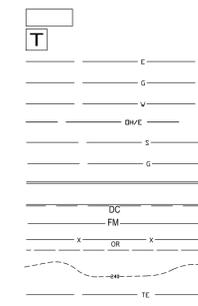


**Site Key Map**  
SCALE: 1" = 250'-0"



**LEGEND :**

- EXISTING TRASH COMPACTOR
- EXISTING ELECTRICAL TRANSFORMER
- EXISTING ELECTRIC SERVICE
- EXISTING GAS SERVICE
- EXISTING WATER SERVICE
- ELECTRIC OH
- EXISTING SEWER
- EXISTING GAS MAIN
- EXISTING CONCRETE CURB
- EXISTING DROP CURB
- FORCE MAIN
- EXISTING FENCE
- EXISTING CONTOUR
- EXISTING TELEPHONE MARKOUT
- TOP OF CURB ELEVATION
- BOTTOM OF CURB ELEVATION
- SPOT ELEVATION
- EXISTING CATCH BASIN
- EXISTING UTILITY POLE
- GUYWIRE
- EXISTING WATER VALVE
- EXISTING WATER METER
- LEACHING POOL WITH COVER TO GRADE
- LEACHING POOL WITH BURIED COVER
- SANITARY SYSTEM MANHOLE COVER
- EXISTING LIGHT POLE
- EXISTING GAS SHUTOFF



**Existing Conditions & Sewer Utility Easement**  
SCALE: 1" = 40'-0"

- NOTES:**
- UNDERGROUND UTILITY INFORMATION DEPICTED HEREON BASED ON RECORD DRAWINGS FOR THE TANGER FACTORY OUTLET CENTER SITUATED AT RIVERHEAD, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK S.C. TAX NO. 6500-118-03-04 DATED JANUARY 13, 1995 LAST REVISED OCTOBER 12, 2000 PROVIDED BY JOSEPH A. INGEGNO, LAND SURVEYOR.
  - METES AND BOUNDS SURVEY FOR HOTEL INDIGO SEWER EXTENSION EASEMENT PERFORMED BY H2M ARCHITECTS + ENGINEERS, DATED NOVEMBER 17, 2010.
  - BACKGROUND AERIAL ORTHO IMAGERY FROM 2016. [HTTP://GIS.NY.GOV/GATEWAYMG/](http://gis.ny.gov/gatewaymg/)

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CONSULTANTS:

MARK	DATE	DESCRIPTION

MARK	DATE	DESCRIPTION



DESIGNED BY:	DRAWN BY:	CHECKED BY:	REVIEWED BY:
RDS	NFB/SNM		
PROJECT NO:	DATE:	SCALE:	
RDSD 0603	NOVEMBER 2018	AS SHOWN	

**Town of Riverhead  
Riverhead Sewer District**

**Hotel Indigo  
Sanitary Sewer Extension**



**Tanger Outlets  
Riverhead, NY 11901**

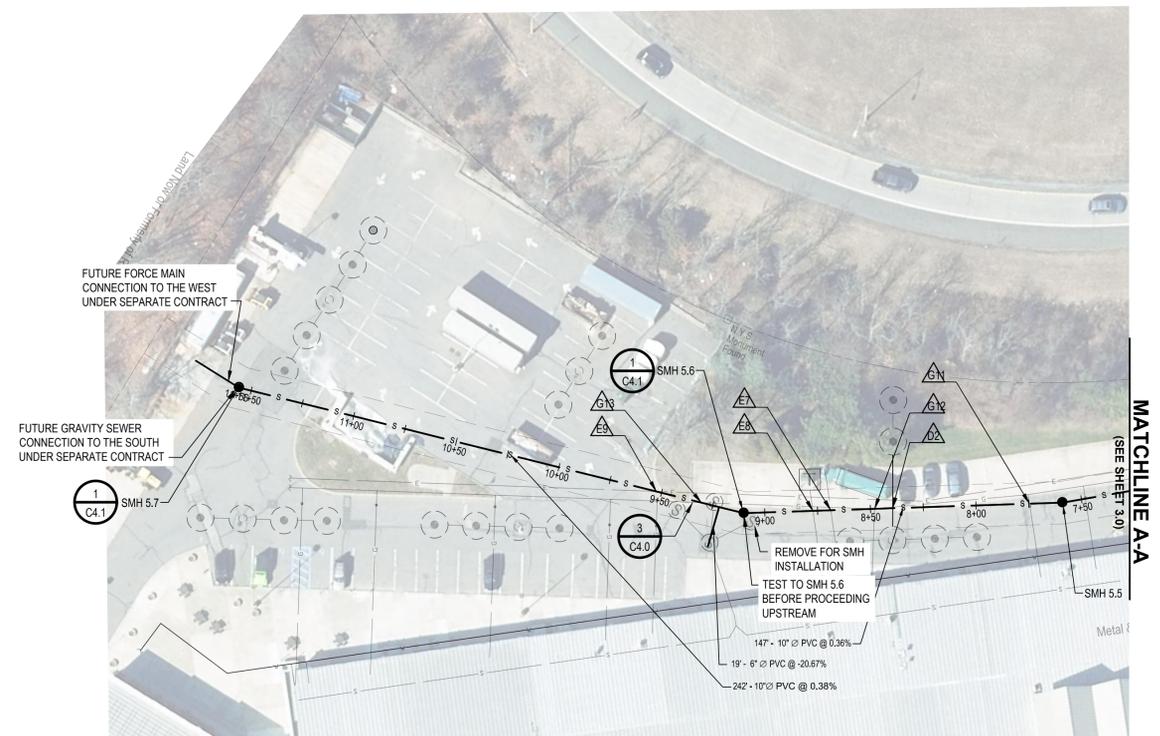
**CONTRACT S  
SEWERS**

**STATUS  
FINAL BID DOCUMENT**

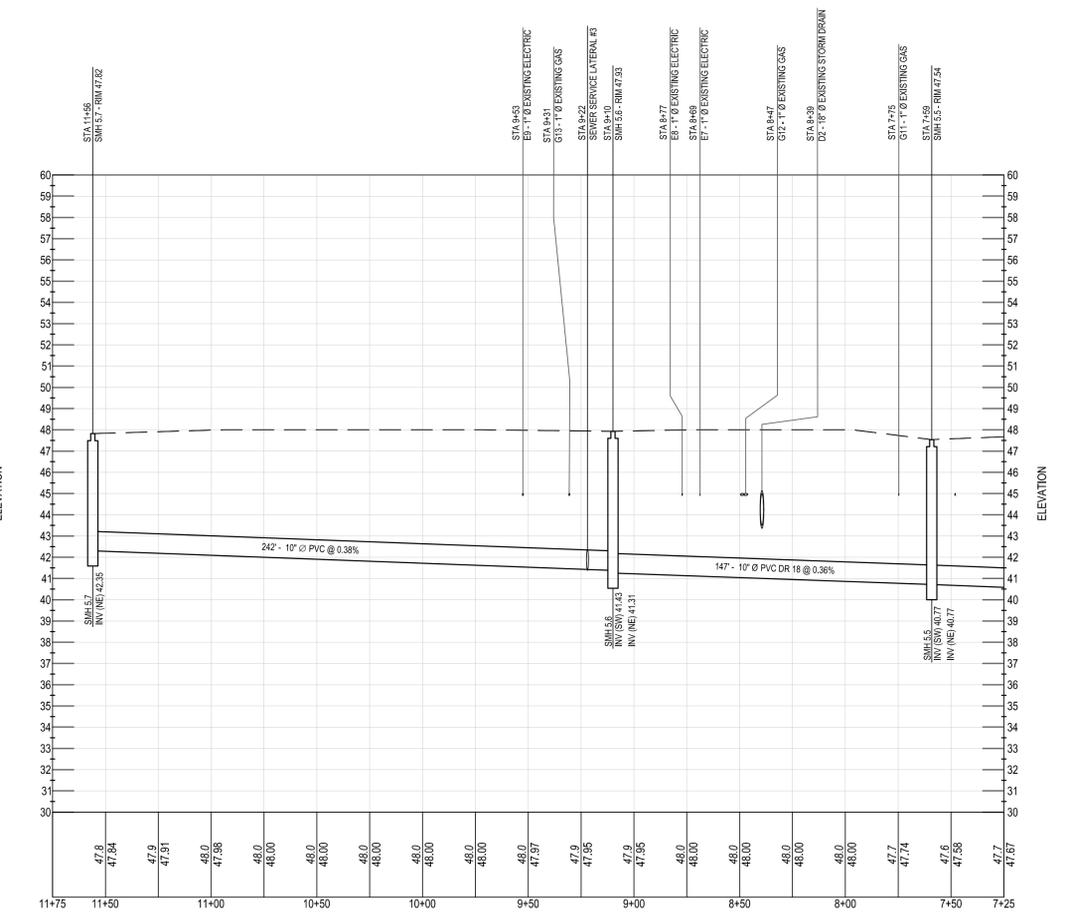
**SHEET TITLE  
EXISTING CONDITIONS &  
SEWER UTILITY EASEMENT  
OVERVIEW PLAN**







**Sewer Plan**  
SCALE: 1"=40'-0"



**Sewer Profile**  
HORIZONTAL SCALE: 1"=40'-0"  
VERTICAL SCALE: 1"=4'-0"

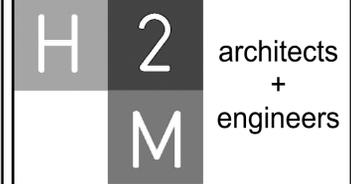
UTILITY CROSSING TABLE				
CROSSING NUMBER	STA #	PROPOSED SEWER TOP PIPE	EXISTING GAS BOTTOM PIPE	CLEAR DISTANCE
G11	7+75	41.72	44.92	3.20
G12	8+47	42.02	44.92	2.90
G13	9+31	42.32	44.92	2.60

CROSSING NUMBER	STA #	PROPOSED SEWER TOP PIPE	EXISTING ELECTRIC BOTTOM CONDUIT	CLEAR DISTANCE
E7	1+03	42.12	44.92	2.80
E8	3+81	42.12	44.92	2.80
E9	3+82	42.42	44.92	2.50

CROSSING NUMBER	STA #	PROPOSED SEWER TOP PIPE	EXISTING DRAINAGE BOTTOM PIPE	CLEAR DISTANCE
D2	8+39	42.10	43.50	1.40



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DRAWN BY: NFB/SNM  
CHECKED BY: NFB/SNM  
REVIEWED BY: NFB/SNM  
PROJECT NO: RDSD 0603  
DATE: NOVEMBER 2018  
SCALE: AS SHOWN

**Town of Riverhead  
Riverhead Sewer District**

**Hotel Indigo  
Sanitary Sewer Extension**



**Tanger Outlets  
Riverhead, NY 11901**

CONTRACT  
**CONTRACT S  
SEWERS**

STATUS  
**FINAL BID DOCUMENT**

SHEET TITLE  
**HOTEL INDIGO  
SEWER EXTENSION  
PLAN & PROFILE  
STA 7+59 - STA 11+56**

DRAWING No. **C3.1**  
SHEET No. **7**  
OF **9**

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