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**CONTRACT AND SPECIFICATIONS**

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

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**PROHEALTHCARE SEWER CONNECTION**

Project No: RDSD 16-02

**TOWN SUPERVISOR**

Sean Walter

**TOWN BOARD**

Jodi Giglio  
John Dunleavy  
James Wooten  
Tim Hubbard

**TOWN CLERK**

Diane M. Wilhelm

**SEWER DISTRICT SUPERINTENDENT**

Michael P. Reichel

**ASSISTANT SUPERINTENDENT**

Timothy Allen

**DECEMBER 2016**



**H2M architects + engineers**

538 Broad Hollow Rd, 4<sup>th</sup> Floor East, Melville, NY 11747  
tel 631.756.8000 fax 631.694.4122

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

TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT

PROHEALTHCARE SEWER CONNECTION

CONTRACT NO. RDSD 16-02

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NOTICE TO BIDDERS

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

**PROHEALTHCARE SEWER CONNECTION**

**CONTRACT NO. RDSD 16-02**

for the Riverhead Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on **Monday, January 23, 2017**, at which time and place the bids will be publicly opened and read.

Plans and specifications will only be available online on or after **Thursday, December 15, 2016** by visiting the Town of Riverhead website: [townofriverheadny.gov](http://townofriverheadny.gov) and click on "Bid Requests".

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

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

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

ACTING AS THE GOVERNING BODY  
OF THE RIVERHEAD SEWER DISTRICT

DIANE 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 PROHEALTHCARE SEWER CONNECTION, CONTRACT RDSO 16-02: SEWER CONSTRUCTION, 200 Howell Avenue, Riverhead, New York, 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, 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 and extent of dewatering to be made or the nature of the work to be done.

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

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the bidder. All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT PROHEALTHCARE SEWER CONNECTION, CONTRACT NO. RDSO 16-02: 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 of 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 Frank M. Russo, P.E., Vice President, Holzmacher, McLendon & Murrell, P.C., Consulting Engineers, 575 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.

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.

### 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	ST or OT	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
															FICA	WITH- HOLDING TAX	OTHER	
			\$ 0.00										\$0.00					\$0.00
			\$ 0.00										\$0.00					\$0.00
			\$ 0.00										\$0.00					\$0.00
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			\$ 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).



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; 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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Riverhead  
Sarah Governale, Staff Engineer  
4th Floor East  
538 Broadhollow Road  
Melville NY 11747

Schedule Year 2016 through 2017  
Date Requested 09/12/2016  
PRC# 2016009290

Location CR-58 and Ostrander Ave  
Project ID#  
Project Type Prohealthcare is renovating an existing building at 894 Old Country Road (CR-58) for medical arts use that requires connection to the Riverhead Sewage Treatment System. The sewer connection will run

### 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 2016 through June 2017. 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 30R).

## Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.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 three (3) years from the project's date of completion. 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.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Riverhead  
Sarah Governale, Staff Engineer  
4th Floor East  
538 Broadhollow Road  
Melville NY 11747

Schedule Year 2016 through 2017  
Date Requested 09/12/2016  
PRC# 2016009290

Location CR-58 and Ostrander Ave  
Project ID#  
Project Type Prohealthcare is renovating an existing building at 894 Old Country Road (CR-58) for medical arts use that requires connection to the Riverhead Sewage Treatment System. The sewer connection will run

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



# 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) .



New York State Department of Labor  
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:  
YOU ARE COVERED BY THE  
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

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

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

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

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS  
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

**Employee rights.** If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

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

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

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to [dol.misclassified@labor.state.ny.us](mailto:dol.misclassified@labor.state.ny.us). All complaints of fraud and violations are taken seriously and you can remain anonymous.**

**Employer Name:**

# 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 PW30R**

**“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 PW30R Form.

### ***REMEMBER...***

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R 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 PW30R

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

### ***Before completing Form PW30R 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 PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) 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

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

*Before completing Form PW30R 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.

### Please Type or Print the Requested Information

*When completed ...*

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

### Contractor Information

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

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

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

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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 -7)  
\*\*\* 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	<input type="checkbox"/>
Carpenter-Building	276B-Cat	15	5	<input type="checkbox"/>
Carpenter - Building	276-B--LIV	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Building	276B-Gen	19, 32, 37	61	<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Erie	15		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		<input type="checkbox"/>
Carpenter-Residential	276R-All	7	2, 5	<input type="checkbox"/>
Carpenter - Building	277B-Bro	4, 54		<input type="checkbox"/>
Carpenter - Building	277B-CAY	6, 50, 62		<input type="checkbox"/>
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	<input type="checkbox"/>
Carpenter - Building	277 JLS	23, 25, 45		<input type="checkbox"/>
Carpenter - Building	277 omh	22, 27, 33		<input type="checkbox"/>
Carpenter - Building	277 On	34		<input type="checkbox"/>
Carpenter - Building	277 Os	38		<input type="checkbox"/>
Carpenter - Building	277CDO Bldg	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		<input type="checkbox"/>
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		<input type="checkbox"/>
Carpenter - Building	291B-Cli	10, 16, 17		<input type="checkbox"/>
Carpenter - Building	291B-Ham	21, 57, 58		<input type="checkbox"/>
Carpenter - Building	291B-Sar	46		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Electrician	25m	30, 52		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	<input type="checkbox"/>

# 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	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
Electrician 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		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
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		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers- Tunnel	157	47	18, 29, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	157h/h	47	18, 29, 46	<input type="checkbox"/>

## 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>
Laborers- Heavy & Highway	1822/2h	10,16,57		<input type="checkbox"/>
Laborers- Heavy & Highway	1822/2h(2)	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Tunnel	1822T	10, 16 57		<input type="checkbox"/>
Laborers- Tunnel	1822T(2)	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	190	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Heavy & Highway	633hON	34		<input type="checkbox"/>
Laborers- Heavy & Highway	633hOS	38		<input type="checkbox"/>
Laborers- Heavy & Highway	633h Cay	6		<input type="checkbox"/>
Laborers- building	633 bON	34		<input type="checkbox"/>
Laborers- building	633b Cay	6		<input type="checkbox"/>
Laborers- building	633bOS	38		<input type="checkbox"/>
Laborers- Tunnel	633T (Cay)	6		<input type="checkbox"/>
Laborers- Tunnel	633T (ON)	34		<input type="checkbox"/>
Laborers- Tunnel	633T (OS)	38		<input type="checkbox"/>
Laborers- Heavy & Highway	785h	12, 55	49, 54	<input type="checkbox"/>
Laborers-Tunnel	785T	12, 55		<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>

# 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	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	<input type="checkbox"/>
Mason-Building	2TS.3	6, 34, 38	27	<input type="checkbox"/>
Mason-Building	2b-on	34		<input type="checkbox"/>
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Mason-Building	2b.2	22, 33	25	<input type="checkbox"/>
Mason-Building	2b.3	6, 34	27	<input type="checkbox"/>
Mason-Building	2b.4	38		<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	12, 55		<input type="checkbox"/>
				<input type="checkbox"/>

## 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	<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Building	3B-Z3	15, 32	5	<input type="checkbox"/>
Mason-Building	3B-Z3.Orleans	37		<input type="checkbox"/>
Mason-Residential	3B-Z3R	15, 32	5	<input type="checkbox"/>
Mason-Residential	3B-Z3R.Orleans	37		<input type="checkbox"/>
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	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	<input type="checkbox"/>
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		<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		<input type="checkbox"/>
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		<input type="checkbox"/>
Painter	150	28, 59, 62	26, 35	<input type="checkbox"/>

# Job Classification Checklist

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

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

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

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

**Suffolk County General Construction**

**Asbestos Worker 10/01/2016**

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

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

**WAGES**

Per Hour:	07/01/2016	12/01/2016
		Additional
Asbestos Worker Removal & Abatement Only*	\$ 44.00	\$0.50/Hr

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

**SUPPLEMENTAL BENEFITS**  
 Per Hour:

Asbestos Worker Removal & Abatement Only	\$ 8.70
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**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
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4-12a - Removal Only

**Boilermaker 10/01/2016**

**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:	07/01/2016
Boilermaker	\$ 51.56
Repairs & Renovations	\$ 51.56

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2016
Boilermaker	32% of hourly
Repairs & Renovations	Wage Paid + \$25.19

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**  
 OVERTIME PAY  
 See (D, O) on OVERTIME PAGE  
**HOLIDAY**

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

**HOLIDAY**

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2016 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

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

4-5

**Carpenter**

**10/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2016

Piledriver	\$ 51.63
Dockbuilder	\$ 51.63

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker	\$ 48.62
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**OVERTIME PAY**

See (B, E2, O) 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**

Wages per hour

(1)year terms:	1st	2nd	3rd	4th
	\$20.65	\$25.82	\$33.56	\$41.30

Supplemental benefits per hour:

Apprentices	\$ 32.49
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**Carpenter**

**10/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

Per hour: 07/01/2016

Carpet/Resilient

Floor Coverer \$ 50.50

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Floor Coverer \$ 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 is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour:

\$ 31.11

8-2287

**Carpenter**

**10/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016

Marine Construction:

Marine Diver \$ 65.38

Marine Tender 46.44

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:

Journeyman \$ 48.62

**OVERTIME PAY**

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

**HOLIDAY**

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

8-1456MC

**Carpenter**

**10/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2016

Building

Millwright \$ 51.50

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Millwright \$ 52.38

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

\* must show up to work

**REGISTERED APPRENTICES**

Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

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

Supplemental benefits per hour paid:

(1) year terms:

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

8-740.1

**Carpenter**

**10/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016

Timberman

\$ 46.99

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2016

\$ 48.23

**OVERTIME PAY**

See (B, E, E2, 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**

Wages per hour:

( 1 ) year terms:

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

Supplemental benefits per hour:  
 \$ 32.30

8-1556 Tm

**Carpenter**

**10/01/2016**

**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:	07/01/2016	10/17/2016
		Additional
Core Drilling: Driller	\$ 37.82	\$ 2.21
Driller Helper	\$ 30.17	\$ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year	\$ 21.12
Helper 2nd year	24.14
Helper 3rd year	27.15
Helper 4th year	30.17

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 paid:	07/01/2016	10/17/2016
Driller and All Helpers	\$ 24.00	\$ 24.00

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway**

**10/01/2016**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Suffolk

**PARTIAL COUNTIES**

Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

**WAGES**

Per Hour: 07/01/2016  
Carpenter  
(Building) \$ 48.28  
Carpenter  
(Heavy Highway) \$ 48.28

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Both Carpenter  
Categories \$ 31.21

**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
\$ 23.12	\$ 25.16	\$ 29.22	\$ 33.29

Supplemental Benefits

Per Hour:

All Terms: \$ 17.65

4-Reg.Council Nass/Suff

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**Electrician**

**10/01/2016**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016  
Telephone and  
Intergrated Tele-Data  
System Electrician \$ 36.78

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)228-3915 or Suffolk Offices at (631)687-4882.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Tele-Data  
Electrician 16% of  
Hourly Wage  
Paid + \$17.33

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

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**Electrician**

**10/01/2016**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016

Electrician  
 Electrical Maintenance \$ 42.20

**"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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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 + \$ 16.83

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

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits:

	Apprentices Hired Prior to 04/26/2014	Apprentices Hired After 04/26/2014
	07/01/2016	07/01/2016
1st	12% + \$9.90	3% + \$3.50
2nd	12% + \$10.79	8% + \$4.04
3rd	12% + \$11.70	9% + \$5.06
4th	12% + \$12.59	10% + \$6.81
5th	12% + \$13.48	11% + \$10.76
6th	12% + \$13.66	DNA

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

**Electrician**

**10/01/2016**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	05/01/2017
Electrician		
Pump & Tank	\$ 40.45	\$ 41.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician		
Pump & Tank	65.25%	65.25%

of \*Wage Paid                      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	\$ 12.02	\$ 12.32
2nd Term	\$ 16.02	\$ 14.37
3rd Term	\$ 20.02	\$ 16.42
4th Term	\$ 24.03	\$ 18.47
5th Term	\$ 28.04	\$ 24.63
6th Term	\$ 34.04	\$ 28.74

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Terms	65.25%	65.25%
	of *Wage Paid	of Wage Paid

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

**Electrician** **10/01/2016**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	04/29/2017
Electrician/Wireman	\$ 51.00	\$ 51.50
HVAC Controls	51.00	51.50
Fire Alarms	51.00	51.50

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2016	04/29/2017
Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$24.09	16% of Hourly Wage Paid + \$24.96

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:

07/01/2016

04/29/2017

1st	3% + \$2.71	3% + \$2.87
2nd	8% + \$4.08	8% + \$4.84
3rd	9% + \$4.95	9% + \$6.04
4th	10% + \$ 6.99	10% + \$8.19
5th	13% + \$10.64	13% + \$11.03
6th	14% + \$17.05	14% + \$17.29

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

4-25

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**Electrician** **10/01/2016**

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

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016 04/02/2017

Tree Trimmer/Remover Line Clearance Specialist	\$ 31.77	\$32.72
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Ground Man (Not to Exceed 20% of Work Force)	\$19.06	\$19.63
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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.

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2016	04/04/2017
Tree Trimmer/Remover Line Clearance Specialist and Ground Man	19.50% of Hourly Wage Paid + \$9.41	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

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**Electrician Lineman** **10/01/2016**

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

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction:  
 Per Hour: 07/01/2016 04/02/2017

Lineman/Splicer	\$ 52.28	\$ 53.85
Material Man	45.48	46.85
Heavy Equip. Operator	41.82	43.08
Groundman	31.37	32.31
Flagman	23.53	24.23

For Natural Gasline Construction:  
 Per Hour: 07/01/2016  
 Journeyman U.G.Mech. \$ 44.08

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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:

	07/01/2016	04/02/2017
All Classifications	31.5% of Hourly Wage Paid + \$ 11.70	32.0% of Hourly Wage Paid + \$ 11.93

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

Natural Gasline Construction:

Per Hour: 07/01/2016

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

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

Same as Above for Natural Gas Mechanic.

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFIT:	07/01/2016	04/02/2017
All Terms	31% of Hourly Wage Paid + \$11.70	31% of Hourly Wage Paid + \$11.93

4-1049 Line/Gas

**Elevator Constructor**

**10/01/2016**

**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:

	07/01/2016	03/17/2017
Elevator Constructor	\$ 60.96	\$ 62.64
Modernization & Service/Repair	47.91	49.14

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor	\$ 36.86	\$ 38.57
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Modernization & Service/Repair 35.87 37.55

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

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

1 YEAR TERMS:

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

**SUPPLEMENTAL BENEFITS**

Elevator Constructor

1st Term	\$ 30.44	\$ 31.96
2nd Term	31.27	32.82
3rd Term	32.51	34.10
4th Term	33.75	35.37

Modernization & Service/Repair

1st Term	\$ 30.37	\$ 31.89
2nd Term	30.73	32.26
3rd Term	31.87	33.43
4th Term	33.02	34.61

4-1

**Glazier**

**10/01/2016**

**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:	07/01/2016	11/01/2016
		+ additional \$.85
Glazier	\$ 53.55	
Scaffolding	\$ 54.55	

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

Repair & Maintenance \$ 26.88

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2016	11/01/2016
Journeyworker	\$ 28.94	\$ 28.94
Repair & Maintenance	17.26	17.26

**OVERTIME PAY**

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

\* 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  
 Paid for the Repair & Maintenance (5, 6, 16 & 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2016	11/01/2016
1st term	\$ 18.20	\$ 18.20
2nd term	26.44	26.44
3rd term	31.89	31.89
4th term	42.69	42.69

Supplemental Benefits:

(Per hour worked)

	07/01/2016	11/01/2016
1st term	\$ 14.24	\$ 14.24
2nd term	19.67	19.67
3rd term	21.58	21.58
4th term	25.12	25.12

8-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**10/01/2016**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2016	12/26/2016 Additional
Insulators Heat & Frost	\$ 64.76	\$1.20/Hr.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Insulators Heat & Frost	\$ 32.46
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages:

1 year terms at the following percentage of Journymans Wage.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	\$ 12.98
2nd	19.48
3rd	22.72
4th	25.97

4-12

**Ironworker**

**10/01/2016**

**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: 07/01/2016

Reinforcing & Metal Lathing \$ 54.53

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Reinforcing & Metal Lathing \$ 33.05

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 26.63	\$ 30.63	\$ 33.63	\$ 36.63

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 11.09	\$ 13.09	\$ 17.05	\$ 18.05

4-46Reinf

**Ironworker 10/01/2016**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016 01/01/2017

**IRONWORKER:**

Ironworker Rigger \$ 58.34 An Additional \$ 1.36

Ironworker Stone Derrickman \$ 58.34 \$ 1.36

**SUPPLEMENTAL BENEFITS**

Ironworker: \$ 38.85

**OVERTIME PAY**

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

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

\*\* Benefits same premium as wages on Holidays only

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2016	\$29.17	\$29.17	\$41.44	\$46.07	\$50.71	\$50.71

Supplemental benefits:

Per hour paid: \$19.43 \$19.43 \$29.15 \$29.15 \$29.15 \$29.15

9-197D/R

**Ironworker** **10/01/2016**

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

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

**WAGES**

Per hour:	07/01/2016	01/01/2017	07/01/2017
Ornamental	\$ 43.65	\$ 43.90	Additional
Chain Link Fence	43.65	43.90	\$ 1.20/Hr.
Guide Rail Installation	43.65	43.90	To be allocated

**SUPPLEMENTAL BENEFITS**

Per hour paid:		
Journeyworker:	\$ 50.16	\$ 51.16

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

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

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

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

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

Supplemental Benefits per hour paid:

1st Term	\$ 38.49	\$ 38.74
2nd Term	39.65	39.93
3rd Term	40.82	41.12
4th Term	43.16	43.51
5th Term	45.49	45.89

4-580-Or

**Ironworker** **10/01/2016**

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

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

**WAGES**

PER HOUR:	07/01/2016	01/01/2017	07/01/2017
Ironworker:		Additional	Additional
Structural	\$ 49.50	\$ 1.62/Hr.	\$ 1.73/hr.
Bridges		to be allocated	to be allocated
Machinery			

**SUPPLEMENTAL BENEFITS**

PER HOUR:	
Journeyman	\$ 70.23

**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	\$ 25.85
2nd	26.45
3rd - 6th	27.05

Supplemental Benefits

PER HOUR:

All Terms \$ 48.84

4-40/361-Str

**Laborer - Building**

**10/01/2016**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

WAGES

Per Hour: 07/01/2016 07/01/2017

Building Laborer \$ 38.65 Additional \$ 1.40/Hr

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer \$ 28.91  
 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	\$ 17.40
2nd Term	20.35
3rd Term	24.83
4th Term	29.66

Benifits per hour

1st Term	\$ 19.15
2nd Term	21.69
3rd Term	21.94
4th Term	21.94

4-66

**Laborer - Heavy&Highway**

**10/01/2016**

**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:**

	07/01/2016	06/01/2017
GROUP # 1		
Total Wage Paid	\$ 48.32	Additional
"Base Wage"	42.37	\$ 2.31
GROUP # 2		
Total Wage Paid	\$ 47.08	Additional
"Base Wage"	41.13	\$ 2.27
GROUP # 3		
Total Wage Paid	\$ 43.30	Additional
"Base Wage"	37.35	\$ 2.16

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$5.95 is difference between "Base" and "Total"

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL GROUPS \$ 28.29

After Forty (40)paid hours in a work week

OVERTIME PAY \$ 17.66

**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: \$37.35 X Time and One Half = \$56.02 + \$5.95 = \$61.97

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 Journeyman's Wage:

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 \$ 28.29

After Forty(40) paid hours in a work Week

\$ 17.66

4-1298

**Mason**

**10/01/2016**

**JOB DESCRIPTION** Mason

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016

Brick/Blocklayer \$ 57.98

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer \$ 26.80

**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 \$ 16.53

4-1Brk

**Mason - Building**

**10/01/2016**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2016 12/05/2016

Building: An Additional  
 Tile Finisher \$ 42.89 \$ 0.82

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journey worker \$ 20.22\* per hour paid  
 plus \$ 8.42 per hour worked

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

**Mason - Building**

**10/01/2016**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Building: 07/01/2016 01/01/2017

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 51.82 An additional \$1.15

Mosaic & Terrazzo Finisher 50.21 An additional \$1.15

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
 Per hour:

Mosaic & Terrazzo Mechanic \$ 23.35\* per hour paid plus  
 \$ 10.20 per hour worked

Mosaic & Terrazzo Finisher \$23.35\* per hour paid plus  
 \$10.19 per hour worked

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2016	\$ 25.91	\$ 28.50	\$ 31.09	\$ 33.68	\$ 36.27	\$ 38.87	\$ 44.05	\$ 49.23

\* 01/01/2017 Apprentices will receive an increase per the Journeyman's increase.

Supplemental benefits per hour:

07/01/2016	\$ 11.68* plus \$ 5.11**
	\$ 12.84* plus \$ 5.62**
	\$ 14.01* plus \$ 6.12**
	\$ 15.18* plus \$ 6.64**
	\$ 16.35* plus \$ 7.15**
	\$ 17.51* plus \$ 7.66**
	\$ 19.85* plus \$ 8.68**
	\$ 22.18* plus \$ 9.70**

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

\*\* Per hour worked

9-7/3

**Mason - Building**

**10/01/2016**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2016 01/01/2017

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc \$ 40.04 \$ 40.33

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:  
 Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 24.92 \$ 25.45

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**

WAGES per hour:

(900 hour) terms at the following per cent of journeyman's wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2016	70%	80%	90%	100%

Supplemental Benefits Per Hour:

	1st	2nd	3rd	4th
07/01/2016	\$ 22.78	\$ 23.50	\$ 24.21	\$ 24.92

9-7/24-MP

**Mason - Building**

**10/01/2016**

**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:	07/01/2016	01/01/2017
Marble Cutters & Setters	\$ 57.32	\$ 57.74

**SUPPLEMENTAL BENEFITS**

Per Hour:

	07/01/2016	01/01/2017
Journeyworker	\$ 33.08	\$ 34.11

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage Per Hour:

750 hour terms at the following wage.

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2016	\$22.93	\$25.79	\$28.66	\$31.53	\$34.39	\$37.26	\$40.12	\$42.99	\$48.72	\$54.45

01/01/2017: Apprentices will receive an increase per the journeyman's wage increase.

Supplemental Benefits per hour paid at the following term:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2016	\$23.52	\$24.27	\$25.08	\$25.84	\$26.60	\$27.37	\$28.13	\$28.91	\$30.43	\$31.96 9-7/4

**Mason - Building**

**10/01/2016**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2016 01/01/2017

Marble, Stone, etc.  
 Maintenance Finishers: \$ 21.96 \$ 22.18

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: \$ 12.65 \$ 12.87

**OVERTIME PAY**

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

\*Double hourly rate after 8 hours on Saturday

**HOLIDAY**

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

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

1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**

WAGES per hour:  
 (750 hour)terms at the 07/01/2016  
 following percentage  
 of journeyman's wage  
 rate:

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

Supplemental Benefits:  
 Per hour paid

1st term	\$ 12.55
2nd term	13.85
3rd term	13.93
4th term	13.98
5th term	14.07
6th term	14.19

9-7/24M-MF

**Mason - Building**

**10/01/2016**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2016 12/05/2016  
 Additional

Building:  
 Tile Setters \$ 55.38 \$ 1.13

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journey Worker \$23.34\* per hour paid  
 Plus \$8.57 per hour worked

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	
	\$28.49	\$31.86	\$35.62	\$39.40	\$42.97	\$46.35	\$49.46	\$53.11

Supplemental Benefits per hour:

1st term	\$14.95* plus \$0.74	6th term	\$18.35* plus \$1.56
2nd term	\$15.95* plus \$0.79	7th term	\$15.60* plus \$5.61
3rd term	\$16.25* plus \$1.14	8th term	\$20.35* plus \$6.05
4th term	\$16.85* plus \$1.18		
5th term	\$17.35* plus \$1.52		

9-7/52A

**Mason - Building / Heavy&Highway**

**10/01/2016**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

WAGES

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

Per Hour:

07/01/2016

Stone Setter \$ 63.38

Stone Tender \$ 41.11

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 29.10

Stone Tender \$ 18.37

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (\*18) on HOLIDAY PAGE

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

Paid: \*Must work first 1/2.

**REGISTERED APPRENTICES**

Per Hour:

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

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

Supplemental Benefits:  
 All Apprentices                      \$ 18.81

4-1Stn

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**Mason - Building / Heavy&Highway** **10/01/2016**

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

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

**WAGES**  
 Per hour:                                      07/01/2016                                      01/01/2017

Marble-Finisher                                      \$ 45.66                                      \$ 1.08

**SUPPLEMENTAL BENEFITS**  
 Journeyworker:  
 per hour paid

Marble- Finisher                                      \$ 31.80

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

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

9-7/20-MF

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**Mason - Building / Heavy&Highway** **10/01/2016**

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

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

**WAGES**  
 Per Hour:                                      07/01/2016

Cement Mason                                      \$ 47.72

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**  
 Per Hour:

Cement Mason                                      \$ 31.96  
 Overtime Rate                                      \$ 39.70

**OVERTIME PAY**  
 See (\*B1, E2, \*\*Q, \*\*\*V) on OVERTIME PAGE  
 \* Applies to 9th and 10th hours on Saturday  
 \*\* "Holidays" only for Building Construction  
 \*\*\* Overtime Rate as Indicated

**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 \$ 15.98/OT Rate \$ 19.85  
 2nd Term \$ 19.18/OT Rate \$ 23.82  
 3rd Term \$ 22.37/OT Rate \$ 27.79

4-780

**Mason - Heavy&Highway**

**10/01/2016**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016

Pointer, Caulkers & Cleaners \$ 50.04

**SUPPLEMENTAL BENEFITS**

Per Hour:

Pointer, Cleaners & Caulkers \$ 26.35

**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
	\$ 26.52	\$ 27.89	\$ 33.98	\$ 40.80

Apprentices Supplemental Benefits:  
 (per hour paid)

	\$ 12.10	\$ 16.00	\$ 18.75	\$ 19.60
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4-1PCC

**Operating Engineer - Building**

**10/01/2016**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

BUILDING CATEGORIES:

CLASS " AA "CRANES:

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

CLASS "A":

Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator (360 upto & over 150,000lbs), Boiler, Boring Machine, Cherry Picker (over 70 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine (10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper in Tandem, Steam Shovel, Sideboom Tractor, Stone Spreader (selfpropelled), Tank Work, Tower Crane Engineer.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Dinkey Locomotive, Fork Lift, Hoist (2 Drum), Loading Machine & Front Loader, Mulch Machine(Machine Fed), Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Saw/Cutter/Breaker, Curb Machine(asphalt & Concrete), Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps(all), Roller(dirt), Vac-All(Truck), Jet Pump(Truck), Interior Hoist, Concrete Finish Machine, Concrete Spreader, Hoist (one drum).

**CLASS "D":**

Breaker, Conveyor, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump (double action diaphragm), Ridge Cutter, Robotic Unit Operator, Shot Blaster.

**CLASS "E":**

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump (single action diaphragm), Stump Chipper, Track Tamper, Tractor(caterpillar or wheel), Vibrator, Deckhand on Work Boat, Inspection/Safety Boat, Trenching Machine (Hand).

	07/01/2016	06/01/2017
Class "AA"	\$ 72.62	Additional \$ 3.03/Hr
Cranes: Boom length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	\$ 60.43	Additional \$ 2.80/Hr
Add \$3.50 for Hazardous Waste Work		
Class "B"	\$ 57.35	\$ 2.68/Hr
Add \$2.50 for Hazardous Waste Work		
Class "C"	\$ 55.29	\$ 2.62/Hr
Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 46.28	\$ 0.00
Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 44.33	\$ 0.00

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes	\$ 34.65
Overtime Rate	26.35

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

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

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

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

**10/01/2016**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	08/01/2016
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Well Driller	\$ 35.19	\$ 35.75
Well Driller Helper	\$ 30.80	\$ 31.22
Hazardous Waste Differential Added to Hourly Wage:		
Level A	\$ 3.00	
Level B	2.00	
Level C	1.00	

Monitoring Well Work Add to Hourly Wage:		
Level A	\$ 3.00	
Level B	2.00	

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2016

Well Driller & Helper	\$ 10% of straight time rate plus \$ 10.90
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Additional \$ 3.50 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:	07/01/2015
1st Term	\$ 20.84
2nd Term	\$ 21.67
3rd Term	\$ 22.33

**SUPPLEMENTAL BENEFITS**

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

**Operating Engineer - Heavy&Highway**

**10/01/2016**

**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:	07/01/2016	07/01/2017
Heavy Highway/Building		Additional

Party Chief	\$ 65.67	\$ 2.73
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Instrument Man	50.00	2.30
Rodman	42.84	2.10

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Highway/Building \$ 33.59

Premium\*:  
Heavy Highway/Building \$ 50.38

Premium\*\*:  
Heavy Highway/Building \$ 67.18

\* 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, 8, 11, 12, 15, 25) on HOLIDAY PAGE

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

4-15D-N/S co.

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**Operating Engineer - Heavy&Highway**

**10/01/2016**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

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

CLASS "A":

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

CLASS "B":

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

CLASS "C":

Concrete Saw/Cutter/Breaker, Curb Machine (Asphalt & Concrete), Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps (Hydraulic & 4in or over), Roller (Dirt), Vac-All (Truck), Jet Pump (Truck), Power Winch (Truck Mounted), Compressor (Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Fireman, Hoist (One Drum), Welding Machine (Structural Steel & Pile Work).

CLASS "D":

Compressor (Pile, Crane, Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind, Power Operated), Generator (Pile Work), Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pump (Single) Action (1 to 3 Inches/Gypsum/Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Striper, Boiler (Thermoplastic), Ridge Cutter, Shot Blaster, Conveyor, Curing Machine.

CLASS "E":

Batching Plant (On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine (Hand Feed), Oiler, Pumps (Single action up to 3 In.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine (Hand, walk behind), Track Tamper, Tractor, Vibrator, Deckhand on Work Boat, Inspection/Safety Boat.

07/01/2016

06/01/2017  
Additional

Class "AA"	\$ 71.93	\$3.03
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " " "		
" " " 250 " " \$ 2.00 " " "		
" " " 350 " " \$ 3.00 " " "		
Class "A"	\$ 63.70*	Additional \$ 2.80
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	\$ 59.54*	\$ 2.68
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	\$ 57.43*	\$ 2.62
*Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 48.18	\$ 0.00
*Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 46.22	\$ 0.00

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL CLASSES \$ 34.90

Note: OVERTIME AMOUNT \$ 26.35

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 7, 8) on HOLIDAY PAGE  
 Overtime: See (5, 6, 7, 8) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

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

SUPPLEMENTAL BENEFITS:

APPRENTICES	\$ 15.64
Note: Overtime Amount	\$ 5.60

**Operating Engineer - Marine Dredging**

**10/01/2016**

**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	07/01/2016
CLASS A	
Operator, Leverman,	\$ 35.63

Lead Dredgeman

CLASS A1 To conform to Operating Engineer  
 Dozer,Front Loader Prevailing Wage in locality where work  
 Operator is being performed including benefits.

CLASS B \$ 30.81  
 Spider/Spill Barge Operator,  
 Tug Operator(over1000hp),  
 OperatorII, Fill Placer,  
 Derrick Operator, Engineer,  
 Chief Mate, Electrician,  
 Chief Welder,  
 Maintenance Engineer

Certified Welder, \$ 29.01  
 Boat Operator(licensed)

CLASS C \$ 28.22  
 Drag Barge Operator,  
 Steward, Mate,  
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 27.30

CLASS D \$ 22.68  
 Shoreman, Deckhand,  
 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 07/01/2016  
 \$ 9.99 plus 8%  
 of straight time  
 wage, Overtime hours  
 add \$ 0.63

All Class C \$ 9.69 plus 8%  
 of straight time  
 wage, Overtime hours  
 add \$ 0.48

All Class D \$ 9.39 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

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

**10/01/2016**

**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: 07/01/2016  
Survey Classifications

Party Chief \$ 38.18  
Instrument Man 31.47  
Rodman 27.24

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 20.20

**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**

**10/01/2016**

**JOB DESCRIPTION** Operating Engineer - Trenchless Pipe Rehab

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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

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Per Hour: 07/01/2016  
(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

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**Painter**

**10/01/2016**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2016

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	48.72

**SUPPLEMENTAL BENEFITS**

Per hour worked:	07/01/2016
Paperhanger	\$ 25.79
All others	22.47
Premium*	24.97*

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

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Indentured after 5/31/93 ( 1 ) year terms at the following wage rate.  
 (per hour)

	07/01/2016
Appr 1st term...	\$ 17.85
Appr 2nd term...	23.26
Appr 3rd term...	28.14
Appr 4th term...	37.52

Supplemental benefits:

(per Hour worked)	
Appr 1st term...	\$ 11.73
Appr 2nd term...	14.42
Appr 3rd term...	16.70
Appr 4th term...	21.20

8-NYDC9-B/S

**Painter**

**10/01/2016**

**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:	07/01/2016
Drywall Taper	\$ 46.85

**SUPPLEMENTAL BENEFITS**

Per hour worked:	07/01/2016
Journeyman	\$ 22.47

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages(per Hour) 07/01/2016

1500 hour terms at the following wage rate:

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

Supplemental Benefits per hour:

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

1st year	\$ 11.73
2nd year	\$ 14.42
3rd year	\$ 16.70
4th year	\$ 21.20

8-NYDCT9-DWT

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**Painter - Bridge & Structural Steel** **10/01/2016**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour Worked:

STEEL:

Bridge Painting: 07/01/2016

From May 1st to Nov. 15th -

\$ 49.00  
 + 6.13\*

From Nov. 16th to April 30th -

\$ 49.00  
 + 6.13\*

\*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$48.00 or \$49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

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

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

Journeyworker: 07/01/2016

From May 1st to Nov. 15th -

Hourly Rate up to 40 hours \$ 29.95  
 Hourly Rate after 40 hours 7.50

From Nov. 16th to April 30th -

Hourly Rate up to 50 hours 29.70  
 Hourly Rate after 50 hours 7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2016
1st 90 days	\$ 22.05
1st year after 90 days	22.05
2nd year	33.08
3rd year	44.10

Supplemental Benefits per hour worked:

	07/01/2016
1st 90 days	\$ 9.23
1st year after 90 days	11.98
2nd year	17.97
3rd year	23.96

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**10/01/2016**

**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):	07/01/2016
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2016
Journeyworker:	

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

**Painter - Metal Polisher**

**10/01/2016**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

07/01/2016	06/01/2017
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Metal Polisher	\$ 28.88	\$ 29.73
Metal Polisher**	29.83	30.68
Metal Poilsher***	32.38	33.23

\*\*Note: Applies on New Construction & complete renovation  
 \*\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2016	06/01/2017
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Journeyworker: All classification	\$ 9.26	\$ 9.41
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**OVERTIME PAY**

See (B, E, E2, P, T) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

	07/01/2016
1st year	\$ 11.75
2nd year	13.00
3rd year	15.75

Supplementals benefits:  
 Per hour paid:

1st year	\$ 6.26
2nd year	6.37
3rd year	6.51

8-8A/28A-MP

<b>Plumber</b>	<b>10/01/2016</b>
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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	05/10/2017
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Plumber/ PUMP & TANK	\$ 43.99	\$ 44.24
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**SUPPLEMENTAL BENEFITS**

Per Hour:		
Plumber	\$ 24.23	\$ 25.23

**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	\$12.72	\$13.31
2nd Term	\$13.36	\$13.95
3rd Term	\$13.77	\$14.77
4th Term	\$14.15	\$15.15
5th Term	\$17.38	\$18.38

4-200 Pump & Tank

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**Plumber** **10/01/2016**

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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	11/01/2016
Plumber	\$ 50.48	\$ 50.98

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber	\$ 36.97	\$ 37.47
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**OVERTIME PAY**

See (A, E, Q, \*V) on OVERTIME PAGE  
 CODE "V" is only for SUNDAYS and HOLIDAYS 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:

	07/01/2016	11/01/2016
1st Term	\$ 23.45	\$ 23.95
2nd Term	25.76	26.26
3rd Term	27.13	27.63
4th Term	28.62	29.12
5th Term	30.20	30.70

4-200

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**Plumber** **10/01/2016**

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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016
Plumber	
MAINTENANCE ONLY	\$ 30.30

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

**SUPPLEMENTAL BENEFITS**

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	
Maintenance	\$ 15.15

**OVERTIME PAY**

See (B, J) on OVERTIME PAGE

**HOLIDAY**

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

4-200 Maintance

**Roofer**

**10/01/2016**

**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour 07/01/2016

ROOFER/Waterproofer

Total Wage \$ 43.75  
 to be Paid

"Base" Wage 39.75\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofer \$ 27.86

**OVERTIME PAY**

Per Hour:

NEW ROOF SEE (B,E,Q)

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

NOTE:\*\* Overtime Pay to be calculated on "BASE" Wage then add \$4.00.

(Example: \$39.75 x time and one half = \$59.63 + \$4.00 = \$63.63 )

**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:

07/01/2016

1st Term	\$ 7.68
2nd Term	9.60
3rd Term	19.50
4th Term	22.29

4-154

**Sheetmetal Worker**

**10/01/2016**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016

Sign Erector \$ 46.85

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2016

Sign Erector \$ 42.34

**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
\$11.78	\$13.35	\$14.93	\$16.49	\$23.12	\$25.13	\$27.87	\$29.95	\$32.04	\$34.11

4-137-SE

**Sheetmetal Worker**

**10/01/2016**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016 08/01/2016

Sheetmetal Worker	\$ 51.85	\$ 53.22
Temporary Operation or Maintenance of Fans	42.46	42.58

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sheetmetal Worker	\$ 43.54	45.04
Maintenance Worker	43.54	45.04

**OVERTIME PAY**

See (A, 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	\$ 17.83	\$ 18.67
3rd & 4th Term	22.91	23.98
5th & 6th Term	28.00	29.29
7th Term	35.64	37.28
8th Term	38.18	39.83
9th Term	40.73	42.59

Per Hour: Supplemental Benefits

1st & 2nd Term	\$ 15.76	\$ 16.49
3rd & 4th Term	21.80	22.75
5th & 6th Term	25.58	26.79
7th Term	31.27	32.84
8th Term	33.17	34.88
9th Term	35.07	36.84

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**Steamfitter****10/01/2016****JOB DESCRIPTION** Steamfitter**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**Per Hour: 07/01/2016 01/01/2017  
AdditionalAC Service/Heat Service \$ 39.50 \$ 0.75/Hr.  
Steamfitter MaintenanceRefrigeration, A/C, Oil Burner and Stoker Service and Repair.  
Refrigeration Compressor installation up to 5hp (combined).  
Air Condition / Heating Compressor installation up to 10hp (combined).**SUPPLEMENTAL BENEFITS**

Per Hour

AC Service/Heat Service \$ 12.00  
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

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**Steamfitter****10/01/2016****JOB DESCRIPTION** Steamfitter**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2016

Steam/Sprinkler \$ 61.06  
FitterTemporary \$ 46.42  
Heat & AC

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Steam/Sprinkler \$ 47.27  
FitterTemporary \$ 38.78  
Heat & AC**OVERTIME PAY**

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

(\*D) On all HVAC and Mechanical contracts that do not exceed \$15,000,000. and on all fire protection/sprinklet contracts that do not exceed \$1,500,000.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 24.46	\$ 30.56	\$ 39.71	\$ 48.86	\$ 51.91

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 19.30	\$ 23.92	\$ 30.81	\$ 37.72	\$ 40.02

4-638A-StmSpFtr

**Teamster - Asphalt Delivery** **10/01/2016**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2016

Asphalt Delivery

\$ 35.535

Light Construction Work:

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

TRUCK DRIVER

07/01/2016

Asphalt Delivery

\$ 29.94

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work

TRUCK DRIVER

07/01/2016

Asphalt Delivery

\$ 41.76

Light Construction Work

TRUCK DRIVER

07/01/2016

Asphalt Delivery

\$ 11.55

**OVERTIME PAY**

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

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

**Teamster - Building** **10/01/2016**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2016  
Trailers \$ 32.13  
Straight Jobs \$ 32.43

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications  
07/01/2016  
\$ 31.34

**OVERTIME PAY**

See (B, E, S1) on OVERTIME PAGE

**HOLIDAY**

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

4-282

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**Teamster - Delivery of Concrete** **10/01/2016**

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**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 07/01/2016  
\$ 37.895

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 07/01/2016  
\$ 34.945

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work 07/01/2016  
Concrete Delivery \$ 38.275

Light Construction Work 07/01/2016  
Concrete Delivery \$ 11.525

**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

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**Teamster - Heavy&Highway** **10/01/2016**

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**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

**Heavy Construction Work:**

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2016  
Site Excavating  
(Chauffeurs) \$ 35.535

**Light Construction Work:**

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

07/01/2016  
Site Excavating  
(Chauffeurs) \$ 29.94

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2016

Heavy Construction Work  
Chauffeurs \$ 41.7625

Light Construction Work  
Chauffers \$ 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**

**10/01/2016**

**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 07/01/2016

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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





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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

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

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,  
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

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

Telephone:( )

Fax: ( )

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

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

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

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

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

6. Location of Project:  
Location on Site \_\_\_\_\_

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

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

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy  
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,  
Elevator Operators

Moving furniture and  
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

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

10. Name and Title of Requester

**Signature**





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

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

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

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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>



**NYSDOL Bureau of Public Work Debarment List 10/19/2016**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020

**NYS DOL Bureau of Public Work Debarment List 10/19/2016**

**Article 8**

DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL	****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017

**NYS DOL Bureau of Public Work Debarment List 10/19/2016**

**Article 8**

DOL	DOL	****3812	CARMODY INC	442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INDUSTRIES INC	442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP	105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****0324	CARMODY MASONRY CORP	442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY"2" INC	220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	****9172	CASSIDY EXCAVATING INC	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	****1683	CATONE CONSTRUCTION COMPANY INC	294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC	225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	****6745	CATSKILL FENCE INSTALLATIONS INC	5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****8530	CAZ CONTRACTING CORP	37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****5556	CERTIFIED INSTALLERS INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****7655	CHAMPION CONSTRUCTION SERVICES CORP	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR	216 WESTBROOK STREET P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	****1416	CHEROMINO CONTROL GROUP LLC	61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRISTINE J HEARNE	C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL	2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	****3360	CITY LIMITS GROUP INC	2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	****0671	CJ-HEARNE CONSTRUCTION CO	SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	****2905	COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	****3182	COLORTECH INC	5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****2703	CONKLIN'S TECH- MECHANICAL INC	5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****4175	CONSOLIDATED INDUSTRIAL SERVICES INC	2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS	37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	****4468	CRAFT CONTRACTING GROUP INC	3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****8507	CRAFT FENCE INC	3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****2164	CREATIVE TRUCKING INC	58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****0810	D & G PAINTING & DECORATING INC	53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION	64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC	64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC	2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS	C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	****7707	DASSLE CONTRACTING INC	213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ	C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021

**NYSDOL Bureau of Public Work Debarment List 10/19/2016**

**Article 8**

DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 325 RABRO DRIVE - SUITE 1HAUPPAUGE NY 11788	08/09/2016	08/09/2021
DOL	DOL	****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019

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DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019

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DOL	DOL	****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019

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DOL	DOL	****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020

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DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	NYC	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****4388	LEN J CONSTRUCTION LLC		P O BOX 10007 ALBANY NY 12201	06/24/2016	06/24/2021
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH ST BROOKLYN NY 11235	01/23/2014	01/23/2019

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DOL	DOL		LEROY NELSON JR		C/O LEN J CONSTRUCTION LL P O BOX 10007ALBANY NY 12201	06/24/2016	06/24/2021
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	****3141	MACKIEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019

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DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTIISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL	****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC	****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019

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DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017

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DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATI S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020

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DOL	DOL	****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018

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**Article 8**

DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		325 RABRO DRIVE - SUITE 1 HAUPPAUGE NY 11788	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

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: PROHEALTHCARE SEWER CONNECTION, CONTRACT NO. RDSD 16-02, 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 wit:

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

TOWN OF RIVERHEAD / RIVERHEAD SEWER DISTRICT  
PROHEALTHCARE SEWER CONNECTION  
CONTRACT No. RDSD 16-02

Gentlemen:

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

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**ITEM 1**

Furnish and Install all labor, equipment, materials and appurtenances to install the gravity sewer extension portion of work for the ProHealthCare Sewer Connection in accordance with the plans and specifications prepared by H2M architects + engineers, including but not limited to, costs for pipe, pipe materials, joints, pipe installation, excavation and backfill, dewatering, including transmission of water, compaction, leak testing, all shoring, sheeting and bracing, sawcutting pavements, pipe jacking, pipe jack casing, manholes and castings and pavement restoration and offsite disposal of surplus materials, and all work incidental thereto and necessary therefore.

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

**ITEM 2**

Furnish and Install all labor, equipment, materials and appurtenances to install 2-inch diameter HDPE DR-11 low pressure sewer main along the north side of the Old Country Road (CR-58) right-of-way, via horizontal directional drill (HDD) construction methods, between STA 7+16 thru STA 1+99, including but not limited to, costs for pipe, pipe materials, joints, pipe installation, cleanouts, service lateral assemblies, buried service valves, ductile iron pipe sleeves, excavation and backfill, dewatering, including transmission of water, compaction, leak testing, all shoring, sheeting and bracing, sawcutting pavements, pavement restoration and offsite disposal of surplus materials, and all work incidental thereto and necessary therefore.:

Approximately 517 linear feet

PRICE PER L.F. \_\_\_\_\_ (\$ \_\_\_\_\_)  
(In Words) (In Numerals)

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_)  
(In Words) (In Numerals)

**ITEM 3**

Furnish and Install all labor, equipment, materials and appurtenances to install 2-inch diameter HDPE DR-11 low pressure sewer main along the north side of the Old Country Road (CR-58) right-of-way, via

open cut construction methods, between STA 7+16 thru STA 1+99, including but not limited to, costs for pipe, pipe materials, joints, pipe installation, cleanouts, service lateral assemblies, buried service valves, ductile iron pipe sleeves, excavation and backfill, dewatering, including transmission of water, compaction, leak testing, all shoring, sheeting and bracing, sawcutting pavements, pavement restoration and offsite disposal of surplus materials, and all work incidental thereto and necessary therefore.:  
Approximately 517 linear feet

PRICE PER L.F. \_\_\_\_\_ (\$ \_\_\_\_\_)  
(In Words) (In Numerals)

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_)  
(In Words) (In Numerals)

**ITEM 4**

Overtime Salary Account Allowance:

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

**ITEM 5**

Testing Allowance:

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

**ITEM 6**

Utility Relocation Allowance:

TOTAL Twenty Thousand Dollars and Zero Cents (\$ 20,000.00)  
(In Words) (In Numerals)

**ALTERNATE 1 - TOTAL PRICE BID SUM OF ITEMS 1, 2, 4, 5 AND 6:**

For all work shown, specified and described in the Contract Documents, for the Sanitary Sewer Rehabilitation, Contract No. RDSD 16-02, 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, 4, 5 and 6:

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

( \_\_\_\_\_ )  
(IN NUMERALS)

**ALTERNATE 2 - TOTAL PRICE BID SUM OF ITEMS 1, 3, 4, 5 AND 6:**

For all work shown, specified and described in the Contract Documents, for the Sanitary Sewer Rehabilitation, Contract No. RDSD 16-02, 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, 3, 4, 5 and 6:

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

( \_\_\_\_\_ )  
(IN NUMERALS)

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

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ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS AND INCLUDED IN THE BID SHALL BE COMPLETED WITHIN ONE HUNDRED TWENTY (120) CONSECUTIVE CALENDAR DAYS (SATURDAYS, SUNDAYS AND HOLIDAYS INCLUDED) STARTING TEN DAYS AFTER THE DATE THE OWNER EXECUTED THE CONTRACT. THE COMPLETION DATE WILL BE SET IN THE NOTICE TO PROCEED.

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

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

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

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

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION AND CONTRACT MANAGEMENT TIME REQUIRED BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE. SUCH DEDUCTION SHALL BE NO LESS THAN SIXTY FIVE DOLLARS (\$65.00) PER HOUR AND NO MORE THAN 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.

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

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( Print Name )

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( 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**

x:\rdsd (riverhead sewer district) - 10805\rdsd1602 prohealthcare sewer design\02-specs\06 proposal form - b - rdsd 1602.doc

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 FIRM**

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

\_\_\_\_\_ being duly sworn, deposes and says: I am a member of

\_\_\_\_\_, the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm, and the several matters therein stated in all respects are true.

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

Subscribed and sworn to before me:

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

**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 five such projects shall be provided. At least one (1) of the listed projects shall demonstrate the Bidder's experience with maintenance and protection of traffic in a roadway under the jurisdiction of SCDPW Highways. List this project as project no.1 and describe the sequence used to phase the project. List a minimum of two (2) gravity sewer pipe jacking projects with 30-inch diameter carrier pipe, 100 feet or longer and list a minimum of three (3) sanitary utility pipe horizontal directional drill (HDD) projects, 700 feet or longer.*

**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 HDD sewer installations)

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 jacking)

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

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

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

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

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

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

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

**Project No. 4**

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

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

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

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

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

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

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

**Project No. 5**

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

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

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

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

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

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

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

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

**BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### COMPLETION & CERTIFICATION

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

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

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

### DEFINITIONS

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

### RESPONSES

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

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

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 Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (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:*

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

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

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

### VIII. LEADERSHIP INTEGRITY

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

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

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <p style="padding-left: 20px;">(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</p> <p style="padding-left: 20px;">(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <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>

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

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

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

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

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

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

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

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

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

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

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

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

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

x:\rdsd (riverhead sewer district) - 10805\rdsd1602 prohealthcare sewer design\02-specs\10 list of subcontractors - rdsd 1602.doc

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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, superintendency, insurance, insurance other than Workers' Compensation Insurance, materials used in temporary structures, allowances made by the contractor to subcontractors, additional premiums upon the performance bond of the contractor and the use of small tools.

#### **4. TIME OF ESSENCE**

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

#### **5. TIME OF COMPLETION**

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

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

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

**7. TERMINATION OF PRIMARY CONTRACTOR**

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

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

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

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

**9. WEATHER**

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

**10. CONTRACT SECURITY**

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

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

**11. LAWS AND ORDINANCES**

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

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

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

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

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

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

Section 220-A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any city, county, town or village or other civil division of

the state of any sums due on account of a contract for a public improvement, it is the duty of the comptroller or the financial officer of the municipal corporation to require the contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amount then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the contractor, setting forth herein the names of the persons whose wages are unpaid and the amount due each respectively.

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

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

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

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

## **12. QUALIFICATIONS FOR EMPLOYMENT**

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

**13. NONDISCRIMINATION**

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

**14. PAYMENTS OF EMPLOYEES**

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

**15. ESTIMATES AND PAYMENTS**

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

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

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

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

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

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

**17. CONSTRUCTION REPORTS**

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

**18. INSPECTION AND TESTS**

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

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

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

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

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

**19. PLANS AND SPECIFICATIONS: INTERPRETATIONS**

The contractor shall keep at the site of the work one copy of the plans and specifications. Bidding of this contract shall be based on the information and data contained herein. Materials of construction and component installation shall conform to the general requirements of the specifications and details contained at the end of the specifications. The Town Engineer will provide plans and directions for

specific drainage projects as projects arise. System configurations, arrangements, elevations, materials and methods are to be as directed by the Town Engineer on a specific project basis.

## **20. SUPERINTENDENCY BY CONTRACTOR**

At the site of the work, the contractor shall give his constant, personal attention to the work or 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, six (6) 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 six (6) corrected 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.

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## 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 - 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.

THE TOWN OF RIVERHEAD  
**PROHEALTHCARE SEWER CONNECTION,**  
**SEWER CONNECTION CONTRACT RDSD 16-02**  
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

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



**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. Site utility mark-out.
  2. Obtain approval of all new equipment (piping, valves, etc.) required to install the complete sewer extension. Obtain delivery dates for new equipment.
  3. Layout the location of the new manholes and jacking pits.
  4. Install sheeting for excavation work.
  5. Install new manhole structures in excavated areas and backfill.
  6. Install new force main and sewer.
  7. Complete all remaining contract work.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used



**END OF SECTION**

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**PART 1 - GENERAL**

**1.1 - SECTION INCLUDES**

1. Site Utilization Plan requirements

**1.2 – SITE UTILIZATION PLAN REQUIREMENTS**

1. Prepare a Site Utilization Plan (SUP) showing staging areas, parking areas, stockpile areas, debris container areas, unloading areas, and trailer areas for review by the Owner’s Construction Representative. The length and amount of meetings necessary to develop and adopt a SUP shall be as required.
2. Meeting(s) will be held at the site with all concerned parties to assist the Contractor in developing the criteria for the plan. During these meeting(s), all parties will present their needs and requirements for site utilization. Representatives from the local municipality or utility companies may be attending. The requirements of the local municipality and utility companies shall be incorporated into the SUP.
3. The Contractor shall then prepare a draft site plan that attempts to incorporate the needs of all concerned parties. Another meeting will then be held at the site to review and present the plan. The plan shall then be revised at that meeting and adopted for use if it is acceptable to all relevant parties. If all parties cannot agree on an acceptable plan, then the Owner’s Construction Representative will establish the Site Utilization Plan without any claims from any contractor.
4. The Contractor, by submitting a bid, understands the importance of a workable Site Utilization Plan and also understands that the Owner’s Construction Representative may be required to select a plan to adopt that is not ideal to the planned construction activities anticipated before the bid was submitted. There shall be no claims for damages associated with site utilization.
5. If the Contractor fails to prepare the Site Utilization Plan as stipulated above, then the Owner reserves the right to back charge the General Contractor for the costs associated with having a Site Utilization Plan developed.
6. If the Contractor fails to participate or attend the meetings scheduled to develop the Site utilization Plan then the Contractor will forfeit any right to comment on the plan that is developed.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Allowance pricing for the following items:
  - 1. Overtime Salary Account.
  - 2. Independent Laboratory Testing Allowance.
  - 3. Utility Relocation 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.

**1.02 - SUBMITTALS**

- A. Make all submissions under the provisions of Section 013300.
- B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.
- C. Submit additional backup information to substantiate the invoiced amount(s) as the Engineer/Architect may require for review and approval, prior to order or payment of item.
- D. Provide written breakdowns for extra work as the Owner may require.

**1.03 - CHANGES TO STIPULATED (CASH) ALLOWANCE**

- A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

**1.04 - PAYMENTS TO BE MADE OUT OF OVERTIME SALARY ACCOUNT**

- A. Include the cash allowance of **\$5,000 (FIVE 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 overtime hours worked by Owner's operations staff associated with after hour tie-in work as specified in Section 011400.

1. Overtime hours worked by the Contractor's employees are not eligible for payment under this allowance item.
  2. Overtime hours worked by the Architect/Engineer's representative(s), as a result of the Contractor's operations, shall be paid for by the contractor as provided under other terms and conditions contained in the Contract and General Conditions at the Engineer/Architect's billing rate as specified in Section 011400 – Work Restrictions.
- C. Funds remaining at project closeout shall be credited to the Owner.

#### **1.05 - PAYMENTS TO BE MADE OUT OF TESTING ALLOWANCE**

- A. Include the cash allowance of **\$10,000.00 (TEN 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, 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.

#### **1.06 - PAYMENTS TO BE MADE OUT OF UTILITY RELOCATION ALLOWANCE**

- F. Include the cash allowance of **\$20,000 (TWENTY THOUSAND DOLLARS AND ZERO CENTS)** in the amount bid for use upon the Owner's instructions.

G. Funds will be drawn from this account to pay for potential utility relocations as specified in Section 014100.

H. Funds remaining at project closeout shall be credited to the Owner.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

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**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Submission procedures.
- B. Documentation of changes to Contract Sum/Price and Contract Time.

**1.02 - RELATED SECTIONS**

- A. Proposal Form.
- B. Other sections referencing this section.
- C. All contractual requirements outlined in the documents.

**1.03 - SUBMISSION REQUIREMENTS**

- A. Submit Alternates on Proposal Forms identifying the effect on adjacent or related components.
- B. Alternates will be reviewed and accepted or rejected at the Owner's option.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.04 - SELECTION AND AWARD OF ALTERNATES**

- A. Indicate variation of Bid Price for Alternates listed on the PROPOSAL FORM. This form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.
- B. Alternates quoted on PROPOSAL FORM will be reviewed and accepted or rejected at Owner's option.
- C. Accepted alternates will be identified in Owner-Contractor Agreement.
- D. Bids will be evaluated on the base bid price, plus any combination of alternate items.

**1.05 - WORK FOR ALTERNATES**

- A. Work for alternate items selected shall include all related materials, labor, equipment and operations necessary to conduct and complete the alternate work and all other affected work or adjacent areas.
- B. There shall be no change in time or completion date for the selected alternates, unless specified herein or approved in writing by the Architect/Engineer and Owner.
- C. Alternates and associated work shall meet all standards and specifications delineated in the Contract Documents.
- D. Contractor shall coordinate pertinent related Work and modify surrounding Work as required to complete the project under each alternate selected by the Owner.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

- A. Work for each alternate, related items and collateral work shall be completed in their entirety.
- B. If alternate items are not selected, work for the base bid and collateral work shall be completed in their entirety.

**END OF SECTION**

X:\RDSD (RIVERHEAD SEWER DISTRICT) - 10805\RDSD1602 PROHEALTHCARE SEWER DESIGN\02-SPECS\012300 - ALTERNATES.DOC | SECTION 012300 - ALTERNATES | RDSD16-02 |



## **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**

X:\RDSD (RIVERHEAD SEWER DISTRICT) - 10805\RDSD1602 PROHEALTHCARE SEWER DESIGN\02-SPECS\012500 - PRODUCT SUBSTITUTION PROCEDURES.DOC | SECTION 012500 - PRODUCT SUBSTITUTION PROCEDURES | RDSD 16-02 |

**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Schedule of Values

**1.2 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.

**1.3 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.

**1.4 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. Rubbish removal and daily cleaning up. (Provide a total dollar amount and a daily rate for each calendar day during the contract period.)
  - 3. Performance and payment bonds. (Submit proof of this amount.)



4. Insurance. (Submit proof of this amount.)
  5. Temporary facilities and measures as specified in Section 015000.
  6. Preparation of the Project Construction Schedule, and updates, as specified in Section 013300.
  7. Preparation of Weekly Schedules as specified in Section 013100
  8. Construction photographs as specified in Section 013233. (Submit proof of this amount.)
  9. All Cash Allowance items as contained in Section 012100.
  10. Exploratory digging as specified in Section 023000.
  11. Underground utility mapping services as specified in Section 023000.
  12. Surveyor used for layout. (Submit proof of this amount.)
  13. Record Drawing retainage amount specified in Section 017839.
  14. Final cleaning.
- B. Show total costs including overhead and profit.
- C. Provide additional details and data to substantiate the cost breakdown as requested by the Engineer/Architect.

**PART 2 - PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

X:\RDSD (RIVERHEAD SEWER DISTRICT) - 10805\RDSD1602 PROHEALTHCARE SEWER DESIGN\02-SPECS\012973 - SCHEDULE OF VALUES.DOC | SECTION 012973 - SCHEDULE OF VALUES | RDSD 16-02 |



## **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.
  6. Equipment and Startup Schedule: Submit a preliminary equipment delivery schedule and a preliminary startup schedule for all equipment and systems being furnished under the Contract. This schedule shall be submitted within 30 calendar days from the date of the Notice To Proceed.
    - a. Include an early and late date for each item.
    - b. Indicate the time necessary to physically install and ready each item.
    - c. The Engineer/Architect may waive this schedule if the Contractor has adequately shown the information on the construction schedule, in the opinion of the Engineer/Architect.
- 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)**

**RIVERHEAD SEWER DISTRICT**

**PROHEALTHCARE SEWER CONNECTION**

**CONSTRUCTION CONTRACT NO. RDSD 16-02**

<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**

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**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Project record documents shall be prepared as specified herein.

**1.2 QUALITY ASSURANCE**

- 1. 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.
  - 2. Submit evidence of the surveyor's errors and omissions (professional liability) insurance coverage in the form of an insurance certificate.
  - 3. The surveyor shall maintain a minimum coverage of \$1,000,000 for professional liability.
  - 4. The Owner, Engineer/Architect, and Contractor shall be named as insurance certificate holders.
  - 5. A thirty-day cancellation notice shall be provided.
  - 6. Physical work shall not be performed until the certificate is provided and approved by the Owner.
- B. 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.

**1.3 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.

**1.4 EXAMINATION**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer/Architect of any discrepancies discovered.



### 1.5 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. The surveyor shall set control lath for rough and final grading purposes. Lath shall be placed at sufficient intervals to control grade or as directed by the Engineer/Architect.
- H. All new structures, pits, chambers, drainage pools, curbs, roads, swales, and other physical elements shall be located by survey control.
- I. Underground pipelines need not be located using survey control but shall be located using standard survey equipment operated by persons experienced in their operation.

### 1.6 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.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations, and equipment foundations.
- 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.

SECTION 013223 - SURVEYING



**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

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**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 forty (40). 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 forty (40). 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**

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**PART 1 - GENERAL****1.1 - SECTION INCLUDES**

- A. Requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.
- B. Refer to Section 013216 - Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.

**1.2 - 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: 03300.01-1
  1. The Section number for which the submittal applies, followed by a period, shall be indicated, "03300."
  2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
  3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
  4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Engineer/Architect so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Engineer/Architect.
- E. 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 so as to form a color-coordinated group.
  2. The Engineer/Architect may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

#### 1.4 - 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 FORTY FIVE (45) consecutive calendar days after the date of the Notice to Proceed. An amount of \$250 per calendar day shall be deducted from payment due the Contractor for each day that an outstanding submittal exists, said amount being the cost associated with the Engineer/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, RFI, 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 the form of one (1) quality reproducible transparency and two (2) prints.

1. After the submittal has been reviewed by the Engineer/Architect, the transparency will be annotated, prints will be made for Engineer/Architect's and Owner's use, records, and distribution.
  2. Engineer/Architect will return the transparency to the Contractor.
  3. Send one print to the Owner as specified above.
- C. Submit one (1) electronic copy 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 - COLORS AND PATTERNS**

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Engineer/Architect's and Owner's review and selection.

#### **1.20 - MANUFACTURER'S SERVICE CENTER**

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Engineer/Architect solely on that basis.
- B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center's present customers who are in the area of the project.

#### **1.21 - TEST RESULTS AND INSTALLATION**

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Engineer/Architect Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.
- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Engineer/Architect in the form of a MSR.

- C. Do not deliver to the project or incorporate into the work any materials or equipment for which Engineer/Architect has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

**1.22 - SPARE PARTS LIST**

- A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

**1.23 - WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS**

- A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the work. In such cases, the Contractor shall submit two (2) copies of required Product Data directly to the Engineer/Architect's field representative for information and verification during its incorporation into the work. The SUBMISSION TRANSMITTAL FORM shall always be used.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

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CONTRACTOR'S COMPANY NAME

ADDRESS

**SUBMISSION TRANSMITTAL FORM**

**RIVERHEAD SEWER DISTRICT**

**PROHEALTHCARE SEWER CONNECTION**

**H2M PROJECT NO.: 16-02**

<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**

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**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. Suffolk County DPW Highway Work or Access permit

**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 SUFFOLK COUNTY HIGHWAY RIGHT-OF-WAY**

- A. Utility Work, either overhead or underground, within the boundaries of the Suffolk County highway right-of-way, shall conform with procedures set forth by 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**

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**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**

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**PART 1 - GENERAL**

**1.1 - SECTION INCLUDES**

- A. Requirements for pre-installation meetings.

**1.2 – PRE-INSTALLATION MEETINGS**

- B. As required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- C. Pre-installation meetings are to be convened at least one week prior to commencing work on the section. The contractor shall arrange and require attendance of Owner/Engineer and parties directly affecting, or affected by, work of the specific section.
  - 1. At least seven (7) calendar days advance notice is to be given.
  - 2. The Contractor shall prepare agenda and preside at meeting. At a minimum the following items are to be discussed:
  - 3. Review conditions of installation, preparation and installation procedures.
  - 4. Review coordination with related work.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

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**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**

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**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Asbestos and lead-based paint certification.
- B. Moisture control.

**1.2 RELATED SECTIONS**

- A. Section 014100 – Regulatory Requirements
- B. Section 015719 – Temporary Environmental Controls

**1.3 MOISTURE CONTROL**

- A. Maintain a strict policy and protocol for the control of water infiltration and moisture build-up during the course of the project. The plans and specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the Contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure. The Contractor has the sole responsibility for ensuring the watertight integrity of the structure. The Contractor's contractual obligations include, but are not limited, to the following:
- B. Water Infiltration: If the Contractor observes water infiltration (unintended) into a completed building or an ongoing construction site, he must immediately report the condition to the Owner and Architect/Engineer, and shall immediately take steps to investigate the source of the water infiltration, identify the responsible party (person who performed work that resulted in water infiltration) and devise a procedure to promptly eliminate water infiltration into the building.
- C. Handling of Water-Damaged Building Materials and Construction:
  - 1. Inspect all building materials delivered to the site for pre-existing water damage, as well as existing mold growth.
  - 2. If in-place construction becomes wet, notify the Owner and Architect/Engineer immediately. The Owner and Architect/Engineer will determine whether or not the work shall be removed and replaced, or if the type of material can be permitted to dry.
  - 3. Under no circumstances may new or additional construction be placed over, or otherwise enclose, wet building materials.
- D. Visible Mold/Mildew:
  - 1. If the Contractor observes any substance that appears to be mold or other fungal growth and/or an unidentified substance within a completed building or the ongoing construction site, he shall immediately suspend construction operations in the area, and report the condition to the Owner and Architect/Engineer.
  - 2. No person shall be allowed back into the affected area without permission of the Owner.



**1.4 SUBMITTALS**

- A. Submit completed and notarized "Certification of Asbestos and Lead-Based Paint" form.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used



**Certificate of Asbestos and Lead-Based Paint**

(New Work)

Client's Name: \_\_\_\_\_

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

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

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

Project Number: \_\_\_\_\_

**Certification:**

This Contractor hereby certifies that no asbestos-containing material and lead-based paint, as defined by applicable federal and state regulations, has been furnished or installed at the referenced project:

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

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Date Executed: \_\_\_\_\_

**THIS FORM SHALL BE NOTARIZED**



**END OF SECTION**

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## **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**

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## **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 so as 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 travelway. 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

## SECTION 015526 - MAINTENANCE AND PROTECTION OF TRAFFIC



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.
- 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**

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**PART 1 - GENERAL****1.1 SECTION INCLUDES**

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

**1.2 DEFINITIONS**

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

**1.3 SUBMITTALS**

- A. Submit the following under provisions of Section 013300:

1. Environmental Protection Plan / Erosion Control Plan: After the Contract is awarded and prior to the commencement of the work, meet with the Engineer/Architect to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to details of environmental protection. Not more than twenty (20) days after the meeting, prepare and submit to the Engineer/Architect for approval, a written and/or graphic Environmental Protection Plan including, but not limited to, the following:
  2. Methods for protection of features to be preserved within authorized work areas including trees, shrubs, vines, grasses, ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, and archeological and cultural resources.
  3. Permits, licenses, and the location of the solid waste disposal area(s).
  4. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- B. Prepare an Erosion Control Plan describing and showing methods for erosion control that shall be employed by the Contractor to protect adjoining wetlands.
- C. Prepare a Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan shall include measures for marking the limits of use areas. This plan may be incorporated within the Erosion Control Plan.
- D. Approval of the Contractor's Environmental Protection Plan / Erosion Control Plan will not relieve the Contractor of responsibility for adequate and continued control of pollutants and other environmental protection measures.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 PROTECTION OF ENVIRONMENTAL RESOURCES**

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

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

4. Handle discarded materials other than those included in the solid waste category as directed by the Engineer/Architect.
- H. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution by the listed construction activities that are included in this Contract.
- I. Washing and Curing Water: Do not allow wastewater directly derived from construction activities to enter water areas. Collect and place wastewater in retention ponds allowing the suspended material to settle, the pollutants to separate, or the water to evaporate.
- J. Control movement of materials and equipment during construction to prevent violation of water pollution control standards of the Federal, State, or local government.
- K. Monitor water areas affected by construction.
- L. Protection of Fish and Wildlife Resources:
1. Keep construction activities under surveillance, management, and control to minimize interference with, disturbance of, or damage to fish and wildlife.
  2. Prior to beginning construction operations, list species that require specific attention along with measures for their protection.
- M. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources.
1. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State and Federal emission and performance laws and standards.
  2. Maintain ambient air quality standards set by the Environmental Protection Agency and State, for those construction operations and activities specified.
- N. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in progress.
- O. Particulates Control: Maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance. Sprinkle, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators, or other methods are permitted to control particulates in the work area.
- P. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
- Q. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.
- R. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the Engineer/Architect. Maintain noise-



produced work at or below the decibel levels and within the time periods specified in accordance with OSHA and local ordinances, whichever is more restrictive.

1. Perform construction activities involving repetitive, high-level impact noise only between 8:00 a.m. and 5:00 p.m. unless otherwise permitted by local ordinance or by the Engineer/Architect.
2. Repetitive impact noise on the property shall not exceed the following dB limitations:
3. Provide sound-deadening devices on equipment and take noise abatement measures that are necessary to comply with the requirements of this Contract, consisting of, but not limited to, the following:
  - a. Use shields or other physical barriers to restrict noise transmission.
  - b. Provide soundproof housings or enclosures for noise-producing machinery.
  - c. Use efficient silencers on equipment air intakes.
  - d. Use and maintain efficient intake and exhaust mufflers on internal combustion engines.
  - e. Line hoppers and storage bins with sound deadening material.
  - f. Conduct truck loading, unloading, and hauling operations so that noise is kept to a minimum.

**END OF SECTION**

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**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, disfigurations 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**

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| section 016100 - basic product requirements | rdsd 16-02 |

**PART 1 - GENERAL****1.1 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.

**1.2 GENERAL**

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
  - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
  - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
  - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
  - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for it's reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

**1.3 PACKING**

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.



1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
  2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.
1. The Engineer/Architect reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
  2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.
- G. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

#### **1.4 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.

#### **1.5 STORAGE**

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.



- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- K. Store with seals and labels intact and legible.

**1.6 PROTECTION OF WORK**

- A. Protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished 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**

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**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Cleaning during the progress of the work
- B. Cleaning prior to final payment

**1.2 SCHEDULING**

- A. Sequence, schedule, and coordinate final cleaning work.
- B. Perform final cleaning at least five (5) days before the date set for ceremonies to dedicate the new facility wherein the Owner will provide tours to the general public and / or dignitaries. The site shall be clean, organized, and totally free of construction debris, tools, and equipment.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Cleaning materials shall be appropriate to the surface and materials being cleaned.
- B. Provide pads to protect finished surfaces from cleaning materials.

**PART 3 - EXECUTION**

**3.1 PROGRESS CLEANING**

- A. Keep all areas where work is being performed under the Contract free from unattended combustible materials.
- B. Remove rust spots as they develop.

**3.3 FINAL CLEANING**

- A. Remove dust, dirt, grease, stains, paint drips and runs, plastic, labels, tape, glue, rope, and other foreign materials from visible interior and exterior surfaces.
- B. Do not move dust from spot to spot. Remove directly from the surface on which it lies by the most effective mean such as appropriately treated dusting cloths or vacuum tools. When doing high cleaning, do not allow dust to fall from high areas onto furniture and equipment below.
- C. Dismantle and remove all temporary structures, scaffolding, fencing, and equipment. Remove waste materials, rubbish, lumber, block, tools, machinery, and surplus materials.
- D. Perform the following prior to final payment:
  - 1. Broom clean all exterior concrete surfaces.
  - 2. Clean all paved roads, lots and drives which were paved as work under this Contract and all existing paved surfaces using a mechanical street cleaner.
  - 3. Repair or repaint damaged pavement markings.



4. Rake clean landscaped surfaces. Final mow all areas grassed and sodded during the work.
5. Thoroughly clean all pits, galleries, manholes, pipes, channels, tanks, wells and all structures entered upon and/or impacted during construction activities as directed by Owner and/or Engineer.

**END OF SECTION**

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## **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**

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## **PART 1 - GENERAL**

### **1.1 SUBMITTALS**

Submit the following documents to the Engineer/Architect before Substantial Completion:

- A. Project Record Documents as specified in Section 017839.
- B. If the manufacturer is taking exception to the installation or if the warranty is voided, he shall provide a statement to that effect and provide reasons and justification to explain the company's position.
- C. One binder containing original counterparts of all warranties, guarantees, bonds, or affidavits as specified in the Technical Specification Sections. These documents shall contain the original signatures and be placed in a plastic sheet protector, one document per protector.
- D. Spare parts checklist itemizing all spare parts furnished under the Contract summarized by Section.
- E. Electrical Underwriter's Certificate where the contract includes electrical construction.

Submit the following items to the Engineer/Architect with the final application for payment:

- A. Final Payment approved by the Engineer/Architect for Contractor's execution showing final amount of Contract including change orders.
- B. Maintenance Bond prepared in accordance with the Contract or General Conditions.
- C. Utility company signoffs and inspection approvals, if applicable.
- D. Federal, state, county, town and local signoffs and inspection approvals, where applicable.

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**

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section 017800 - closeout submittals | rdsd 16-02 |

**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**

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**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 parameters 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 conclusion 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 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of structures and site improvements.
  - 2. Abandoning in-place below-grade construction.
  - 3. Disconnecting, capping or sealing, and abandoning in-place site utilities.
  - 4. Salvaging items for reuse by Owner.
- B. Related Sections:
  - 1. Section 011000 "Summary of Work" for use of the premises and phasing requirements.
  - 2. Section 013233 "Construction Photographs" for preconstruction photographs taken before building demolition.

**1.2 DEFINITIONS**

- A. Demolish: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.
- B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- C. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.

**1.3 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

**1.4 SUBMITTALS**

- A. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before the Work begins.

**1.5 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.



- C. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination". Review methods and procedures related to building demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review structural load limitations of existing structures.
  - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review and finalize protection requirements.
  - 5. Review procedures for noise control and dust control.
  - 6. Review procedures for protection of adjacent buildings.
  - 7. Review items to be salvaged and returned to Owner.

#### **1.6 PROJECT CONDITIONS**

- A. Structures to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than 72 hours notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for structures to be demolished.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site storage or sale of removed items or materials is not permitted.

#### **1.7 COORDINATION**

- A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.



**PART 2 - PRODUCTS**

**2.1 SOIL MATERIALS**

- A. Satisfactory Soils: Comply with requirements in Section 312316.13 "Trenching and Backfilling."

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations. Comply with Section 013233 "Construction Photographs."

**3.2 PREPARATION**

- A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- B. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.

**3.3 PROTECTION**

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.



2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
  - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 015000 "Temporary Facilities and Controls."
  1. Protect adjacent buildings and facilities from damage due to demolition activities.
  2. Protect existing site improvements, appurtenances, and landscaping to remain.
  3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  4. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated structures and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Do not close or obstruct streets, walks, walkways, 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.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

### 3.5 DEMOLITION BY MECHANICAL MEANS

- A. Salvage: Items to be removed and salvaged are indicated on Drawings.
- B. Existing Utilities: Demolish existing utilities and below-grade utility structures as indicated on Drawings.
- C. Fill abandoned utility structures with Type B pea gravel and cover with filter fabric at sub grade of roadway.



1. Piping: Disconnect piping at unions, flanges, valves, or fittings.

### **3.6 SITE RESTORATION**

- A. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

### **3.7 REPAIRS**

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

### **3.8 DISPOSAL OF DEMOLISHED MATERIALS**

- A. Remove demolition waste materials from Project site.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

### **3.9 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
  1. Clean roadways of debris caused by debris transport.

## **END OF SECTION**

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**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 312213 – Rough Grading.
- B. Section 312316.13 - Trenching

**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**

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**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" for recording pre-excavation and earth moving progress.
2. Section 015000 "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.
3. Section 315000 "Excavation Support and Protection" for 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**

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## SECTION 312323 - BACKFILL

**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 312213 - Rough Grading
- B. Section 312316 - Excavation
- C. Section 315000 - Excavation Support and Protection
- D. Section 329119 - Landscape Grading

**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.

SECTION 312323 - BACKFILL

- 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%

## SECTION 312323 - BACKFILL

- 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.

## SECTION 312323 - BACKFILL

- 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**

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**PART 1 - GENERAL****1.1 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.

**1.2 REFERENCES**

- A. Comply with Occupational Safety and Health Standards - Excavations; Final Rule (29 CFR Part 1926) - OSHA Standards.

**1.3 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.

**1.4 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.

### **1.5 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.

### **1.6 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**

### **2.1 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**

#### **3.1 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.

#### **3.2 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.

#### **3.3 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.



### 3.4 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.

### 3.5 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.

### 3.6 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.

### 3.7 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 SUMMARY**

- A. Section Includes:
  - 1. Pavement profiling and milling of existing pavements in preparation for the placement of an asphalt wearing course.
  - 2. Disposal of pavement removed during milling process.
- B. Related Sections:
  - 1. Section 321216 "Asphalt Paving" Placing an asphalt wearing course.

### **1.2 SYSTEM DESCRIPTION**

- A. The final milled surface shall be 2-inches below proposed finished grade.

### **1.3 SUBMITTALS**

- A. Submit under provisions of Section 013300.
  - 1. Product Data: Provide data on milling equipment.
  - 2. Shop Drawings: Indicate method of milling or profiling and details of string line reference system.
  - 3. Identify location, Part 360 Permit Number and contact information of construction and demolition (C&D) debris processing facility that will receive the millings.

### **1.4 PRECONSTRUCTION CONFERENCE**

- A. Convene one week prior to commencing work of this section.
- B. Verify with Engineer limits and locations of milling.

### **1.5 COORDINATION**

- A. Coordinate milling process with all asphalt placement and patching.

## **PART 2 - PRODUCTS**

### **2.1 EQUIPMENT**

- A. Pavement Profiler: Self-propelled planing, grinding or cutting machine with sufficient power, traction and stability to maintain accurate depth of cut and slope; equipped with automatic grade and slope controls capable of producing a finished profile within 0.02 foot and equipped with an integral loader to remove milled material; integral dust controller; capable of cutting daylight while maintaining desired profile; capable of accurately establishing profile grades by referencing from the existing pavement or from an independent grade control and shall have positive means for controlling cross slope; heating devices for pavement will not be permitted.



- B. Cold milled material shall be milled to provide a nominal one-inch maximum size.
- C. The machine shall be capable of tilting to allow feathering of edges to zero cut.

## 2.2 ACCESSORIES

- A. String Line: Suitable wire and support devices compatible with the pavement profiler to control grade.

## PART 3 - GENERAL

### 3.1 EXAMINATION

- A. Verify existing substrate and conditions.
  - 1. Verify actual areas to be milled are as indicated on the plans.
  - 2. Report any major discrepancies immediately to the Engineer.

### 3.2 PREPARATION

- A. Place string line reference system adjacent to pavement to be milled and support wire at maximum intervals of 25 feet.
- B. Provide tension in the wire to prevent sag greater than 1/4 inch.

### 3.3 APPLICATION

- A. Mill and profile the pavement to the limits and dimensions indicated on the plans.
- B. Mill around all manhole covers, grates, valves and castings. Exercise care not to damage these items.
- C. Vacuum trucks, street sweepers or power brooms shall be used to clean the milled surfaces. The Engineer may disallow the use of a power brooms in urban, residential or other sensitive areas if the dust raised by the broom is deemed by the Engineer to be objectionable.
- D. Remove and dispose of all material removed during the milling process.
- E. Area not accessible to the milling machine, such as around and/or adjacent to inlets, manholes, valve boxes, curbs and transverse joints on structures, may be removed by a small milling machine, handwork or other methods approved by the Engineer.
- F. In the event the entire pavement width has not been milled to a flush surface by the end of a work period resulting in a vertical or near vertical longitudinal face exceeding 2 inches in height, this longitudinal face shall be sloped in a manner acceptable to the Engineer so as not to create a hazard to traffic using the facility during periods when construction is not in progress. Transverse faces that are present at the end of a working period shall be tapered in a manner approved by the Engineer.
- G. Maintain drainage at storm drainage inlets.



**3.4 TOLERANCES**

- A. Maximum variation above proposed finished milled grade: 1/8 inch.
- B. Maximum variation below proposed finished milled grade: 1/4 inch.

**3.5 ADJUSTING**

- A. Surfaces of milled areas which do not fall within the aforementioned tolerances shall be corrected at no additional cost to the Owner as follows:
- B. Elevation too high: Mill to proposed grade.
- C. Elevation too low: Place asphalt truing and leveling.

**3.6 CLEANING**

- A. A dust free surface shall result from the cleaning.
- B. Milled and adjacent surfaces shall be cleaned again, as directed by the Engineer, prior to the placement of tack coats, or pavement courses if traffic has been allowed on the milled surface and/or if more than 48 hours have elapsed since initial cleaning.

**END OF SECTION**

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**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.

SECTION 321123.16 - RECYCLED CONCRETE AGGREGATE BASE  
COURSE



- 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**

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**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.

SECTION 321216 - ASPHALT PAVING



**END OF SECTION**

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**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**

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## **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.
- 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. Apply glass beads uniformly over and into the wet paint film at a rate of 6 pounds per gallon of paint.
- E. All stripes shall have clean, sharp edges.
- F. Paint shall be thoroughly dry before opening to traffic.
- G. 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**

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## **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**

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## **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**

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**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Preparing valves or sanitary structures for casting rim adjustment.
- B. Adjusting drainage or sanitary castings to grade.
- C. Castings.

**1.2 RELATED SECTIONS**

- A. Section 321216 - Asphaltic Concrete Paving: Asphalt paving and surface restoration around structure.

**1.3 REFERENCES**

- A. ASTM A48 - Gray Iron Castings.
- D. ASTM C55 - Concrete Building Brick.
- E. ASTM C270 - Mortar for Unit Masonry.

**1.4 SUBMITTALS**

- A. Product Data: Provide data on extension rings and frames.

**1.5 FIELD MEASUREMENTS**

- A. Verify that field measurements are as indicated on the plans.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Frames: ASTM A48 Class 30B Gray Iron manufactured by CAMPBELL FOUNDRY COMPANY, NEENAH FOUNDRY COMPANY or specifically approved equal.
- B. Mortar: ASTM C270, Type M.
- C. Concrete Brick: ASTM C139.
- D. Sewer Brick: ASTM C32, Grade MS, solid, shale red brick.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Verify site conditions and condition of structure.
- B. Verify elevations as indicated on the plans.



**3.2 PREPARATION**

- A. Excavate and remove material as required to perform work of this section.

**3.3 ADJUSTING TO RAISE CASTING TO GRADE USING BRICK AND MORTAR**

- A. Excavate existing asphalt and subgrade around casting as required.
- B. Remove casting.
- C. Remove any existing brick and mortar which is loose, broken, deteriorated or otherwise unsound or unable to support the casting and imposed loads.
- D. Place new brick and mortar as required to attain the proposed rim elevation.
- E. Maximum distance between brick surfaces to be 1 inch.
- F. Place a 1-inch mortar bed between brick and castings and reinstall casting.
- G. Ensure casting does not rock. Adjust brick as required.

**3.4 ASJUSTING TO LOWER CASTING TO GRADE**

- A. Excavate existing asphalt and subgrade around casting as required.
- B. Remove casting.
- C. Remove any existing brick and mortar as required to lower casting to grade or is loose, broken, deteriorated or otherwise unsound or unable to support the casting and imposed loads.
- D. If required, chip existing drainage structure with a 40 lb. hammer.
- E. Create flat sound surface with brick and mortar to support the casting.
- F. Maximum distance between brick surfaces to be 1 inch.
- G. Place a 1-inch mortar bed between brick and casting and reinstall casting.

**3.5 TOLERANCES**

- A. Maximum variation from proposed elevation: 1/4 inch.

**3.6 ADJUSTING**

- A. Adjust materials as required to achieve tolerance.
- B. Replace frame, covers or gratings damaged during the work under this contract.

**END OF SECTION**



## **PART – GENERAL**

### **1.1 SECTION INCLUDES**

- A. High Density Polyethylene casing and carrier pipes.
- B. Drilling Slurry
- C. Construction of sending/receiving pits.

### **1.2 RELATED REQUIREMENTS**

- A. Section 014536 – Environmental Quality Control
- B. Section 312323 - Backfill
- C. Section 315000 - Excavation Support and Protection
- D. Section 333100 – Sanitary Utility Sewerage Piping

### **1.3 SUBMITTALS**

- A. Submit under provisions of Section 013100.
- B. Product Data: Provide data on pipe materials, pipe fittings, accessories, slurry material, and tracer wire.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements
- D. Include detailed procedure of method of drilling operation including; size, type, manufacturer and model number of drilling rig, maximum rated pullback and thrust capacity of the machine, maximum and minimum rate of pumping drilling mud, spindle, torque capacity and proposed profile of drilled pipeline crossing.
- E. The drill profiles shown on the Contract Drawings are provided for information only. The Contractor shall be responsible for providing the drill path in profile which he intends for the installation of the pipe. The proposed path shall be subject to approval by the Engineer. Indicate the entry and exit angles of the directional drill and the carrier pipe for review by the Engineer.
- F. After completion of the project, furnish a drilling log documenting drill pipe joint lengths, inclination angle, azimuth, right (deviation from design path reference line), elevation, station number and measured distance for every joint of drill pipe installed. In addition, the radius of curvature for each joint of drill path installed shall be calculated by the Contractor and supplied to the Owner. The bit to probe distance, rig setback and bottom hole assembly length shall also be documented on the drill log, typical of previous projects and provided to by the Owner.

### **1.4 QUALITY ASSURANCE**

- A. The manufacturer shall have manufacturing and quality control facilities capable of producing and assuring the quality of the pipes and fittings required by these specifications. Given reasonable notice, the manufacturer's production facilities shall be open for inspection by the owner or his



authorized representative. Qualified manufacturers shall be approved by the engineer and the Owner.

- B. The Owner reserves the right to have any material furnished tested by an independent testing laboratory for specification compliance at the contractor's expense.
- C. The Contractor shall have performed a minimum of three (3) directional drilling projects with 2-inch or larger pipe, 700 feet or longer and multiple pipes to be eligible for award of the contract. Documentation of the successful completion of past projects shall accompany the procedure in order for it to be considered for acceptance.
- D. Warrant that all material and workmanship furnished and entering into the work as provided for in this Contract shall be the best in every respect. Correct defects traceable to defects in materials and/or workmanship which may show themselves within one (1) year after the final in service date of the project. This shall be in addition to pressure testing of the system once installed.
- E. The manufacturer of the HDPE pipe and fittings shall have an established quality control program responsible for inspecting incoming and outgoing materials. Incoming polyethylene materials shall be inspected for density, melt flow rate and contamination. The cell classification properties of the material shall be certified by the supplier and be provided at request, to the Owner. Incoming materials shall be approved by Quality Control before processing into finished goods. Outgoing products shall be tested as required by AWWA C-901 or C-906.
- F. The manufacturer shall maintain permanent Quality Control (QC) and Quality Assurance (QA) records. Certification of test results shall be made available to the Owner or its designated purchaser on request.
- G. The Contractor shall be responsible to determine soil characteristics in the project area prior to commencing the drilling operation.
- H. The manufacturer shall certify that the materials used to manufacture pipe and fittings meet the requirements of this specification.
- I. Polyethylene pipe shall be manufactured in accordance with AWWA C-906 for sizes 4" through 54".
- J. The material used in the production of potable water pipe shall be approved by the National Sanitation Foundation (NSF).

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. HDPE Pipe:
  - 1. Materials used for the manufacturing of polyethylene pipe and fittings shall be PE 3408 High Density Polyethylene (HDPE) meeting the ASTM D-3340 cell classification of 345444C.
  - 2. The material shall have a minimum Hydrostatic Design Basis (HDB) of 1600 psi at 73 degrees Fahrenheit when tested in accordance with PPI TR-3 and shall be listed in the name of the pipe and fitting manufacturer in PPI TR-4.



3. Permanent identification of piping service shall be provided by co-extruding a marking, such as a stripe, etc., into the pipe's outside surface. The marking material shall be the same material as the pipe material except for color. Markings printed or painted on the pipe exterior surface shall not be acceptable. Pipelines conveying wastewater shall have a green stripe.
  4. Manufacture of HDPE piping shall be DRISCOPIPE 4000 Series for Ductile Iron Pipe or specifically approved equal. The pipe shall have a minimum dimension ratio of 11.
  5. The carrier pipe shall be manufactured from non-recycled materials.
  6. Supply all piping materials. This shall include Owner approved mechanical joint adaptor from HDPE to ductile iron (DIP).
- B. Equipment: The directional drilling system used shall incorporate the following features:
1. The system shall be remotely steerable with electronic monitoring of the depth and location. The electronic monitoring system shall be accurate to within +2-inches of the cutting head. The system shall be able to control the depth and direction of the drill pipe within a window equal to 1% of the total length of the bore.
  2. The system shall utilize a fluid cutting process, or a fluid assisted mechanical cutting process using a liquid clay, such as bentonite. This clay shall be totally inert and contain no risk to the environment.
  3. Drilling equipment shall be fitted with a permanent alarm system capable of detecting electric current. The system shall have an audible alarm to warn the operator when the drill head nears electrified cables.
  4. Supply a vacuum truck to empty or recover drilling mud from the sending and receiving pits.
  5. Supply special tools and equipment necessary to perform the work associated with directional drilling. This shall include all required excavation equipment, loaders or backhoes to handle pipe, fusion equipment, as well as all associated personnel or labor to operate same.
  6. If the machinery and equipment used during the drilling process could damage the plastic pipe or tubing, then padding of the machinery and equipment, or other suitable protective section shall be taken, at no cost to the Owner.
- C. Slurry Mixture:
1. Use an inert substance such as Bentonite for the drilling slurry.
  2. Arrange and be responsible for providing the fresh water supply for mixing the drilling mud. Sea water shall not be acceptable for use. There shall be no exceptions.



- D. Tracer Wire: Copper clad hard drawn high carbon steel wire, #14 AWG solid, 45 mil high molecular weight HDPE jacket complying with ASTM D1248, 30 volt rating, 1,150 pound average break load, green jacket to meet APWA uniform color code for sewer, direct bury.
- E. Stainless Steel Transition Fittings: Components shall meet or exceed the requirements of ASTM D2513. Threads: ANSI B1.20.1. Transition fittings shall be a compression ring designed to effectively resist pullout. Rings shall have a stainless steel Type 304 body. Fittings shall exceed the tensile strength of the pipe and have a no weld design and no shear points. Rings shall incorporate an O-ring design for added leak protection

### **PART 3 – EXECUTION**

#### **3.1 PREPARATION**

- A. Verify location and depth of all underground utilities prior to commencement of drilling operation.
- B. Notify all the appropriate local authorities prior to commencing work. Agencies to be notified shall include, but are not limited to, the issuer of the permit (State, County, City, Town, State DOT, State DEC, USCG, etc.), the police departments, fire departments and local schools.
- C. The Contractor shall be responsible to fulfill all traffic control criteria.
- D. Place silt screening and hay bales in a line surrounding all construction activity at the launching and receiving areas. These items shall be provided to contain spills within the launching and receiving areas. Hay bales and silt screens shall be installed 2-feet away and around the slurry pits.

#### **3.2 INSTALLATION**

- A. Make frequent checks during the drilling operation so that any departure from the required line and grade shall be detected at the outset and corrective measures taken to prevent further deviation.
- B. Field conditions may require that the drilling operation be continued on an around-the-clock basis. In the event the Engineer and/or the Owner orders such uninterrupted operation, any additional costs incurred shall be incurred in the price bid.
- C. Pits shall be backfilled, barricaded and restored with temporary asphalt before leaving work at night for safety. Steel road plates may be used in lieu of the placement of temporary asphalt upon concurrence of the Owner.
- D. Install pipe so that it is not in tension.
- E. Abandonment of Drilling Operation: In the event obstructions are encountered during the drilling operation and it is deemed impossible to advance the casing, the drilling operation shall cease and the casing pipe removed. The Contractor may need to employ a secondary auger head capable of boring through rock or other debris. The Engineer shall then indicate an alternate location for the work in order that the drilling operation may be completed.
- F. Should pipe pull-back be unsuccessful, abandon the drilling operation at his own cost, and complete another directional drill, at no additional expense to the Owner.



- G. All damaged pipe sections shall be removed and replaced by the contractor at his expense.
- H. Mechanical pneumatic or water-jetting drilling methods shall not be acceptable due to the risk of surface subsidence and damage.
- I. A pilot shall be drilled first. Back reaming may be done in a single or multiple stages at the discretion of the Contractor. The casing or sleeve shall then be installed within the back reamed hole. The pull-back of the HDPE pipe shall immediately follow the back reamer. The drilling fluids shall be collected within the drive pit, reception pit or a specially constructed spoils collection pit.
- J. The sleeve pipe shall be connected to the back reamer for pull-back with a substantial mechanical connection.
- K. Provide for a remote navigation system capable of accurately tracking the position of the drill, reamer and pipe at all times during the drilling and pull-back operation, in both the vertical and horizontal planes.
- L. The starter or launching ditch used to begin the directional boring operation shall be large enough to allow the installation of the pipe to begin and progress without buckling or bending of the plastic pipe and tubing in excess of the established bending radius allowable in standard practice.
- M. Maintain depth as defined in the drill profile.
- N. Report the drill stem locations when requested as well as document the location of the drilled pipe on project record drawings. Locate and identify each fusion on the drilled pipe and relate to permanent landmarks on the project record drawing.
- O. Conduct directional drilling operation in such a manner that the drilling slurry is not forced through a soil fracture, or any area along the path of the drilling operation. Should a "blow out" occur and drilling mud comes to the surface, immediately cease and desist drilling operations and take necessary containment and mitigation measures. Such measures shall include, but not be limited to, excavating collection pools, setting up barriers of hay bales and silt screens to prevent the mud from spreading into surrounding areas and cleaning up any spill on the job site. The Contractor shall be responsible for all environmental clean-up operations required as a result of his drilling operation at no expense to the Owner.
- P. The appropriate high density polyethylene HDPE pipe may have to be strung out along the work area. Set pipes on rollers to prevent damage to the pipe during pull-back. Space rollers such that the point loading on the pipe is distributed over enough rollers to prevent damage to the pipe.
- Q. Allow for contingency plans for collection of slurry that might rise through the ground during drilling operations and outside the containment area of slurry pits as described above.
- R. The leading six feet (6') of pipe shall be pulled through the receiving pit and inspected. If any abrasions, gouges or lacerations are present which violate the minimum allowable wall thickness of the pipe as defined below, the bore shall be abandoned at no expense to the Owner.
- S. Should the leading six feet of pipe evidence damage as described above, the Contractor, at his option, may pull a sleeve through the bore and insert a new pipe through the sleeve at no cost to the Owner. The sleeve shall have an inner diameter no less than 1-inch greater than the outer diameter of the pipe, and shall have the same DR rating. All required labor and material shall be included and be at the contractor's expense.



- T. The Owner shall reserve the right to have the Contractor excavate test holes to examine the condition of the pipe. If the pipe fails the criteria detailed above, the installation shall be abandoned as described herein.
- U. Sufficient overlap of plastic pipe shall be provided at tie-in and connection locations to allow for shrinkage of the plastic pipe. The plastic pipe will shrink or expand depending on the temperature difference between the installation temperature of the polyethylene pipe and steady temperature of the surrounding existing soil.
- V. Two (2) 10 AWG gauge tracer wires shall be installed along with the plastic pipe. Protect against damage or breakage during the drilling installation. The tracer wire shall be continuous through the bore. Upon testing, if both tracer wires are found not to be continuous, furnish and install new tracer wire at no expense to the Owner.
- W. In lieu of two (2) 10 AWG gauge tracer wires, a single 10 AWG tracer wire may be installed inside a ½-inch plastic conduit and pulled in conjunction with the carrier pipe. Provide a detail on how the ½-inch conduit shall be connected to the pulling head.

### 3.3 FUSIONS

- A. Joints between plain ends of polyethylene pipe shall be made by butt fusion when possible. The pipe manufacturer's fusion procedures shall be followed at all times as well as the recommendations of the fusion machine manufacturer. The wall thickness of the adjoining pipes and fittings shall have the same DR at the point of fusion.
- B. Saddle fusion connections shall not be permitted.
- C. If mechanical fittings which are designed for, or tested and found acceptable for use with polyethylene pipe are utilized for transitions between pipe materials, repairs, joining pipe sections, saddle connections or at other locations; the recommendation of the mechanical fitting manufacturer shall be followed. These procedures may differ from other pipe material.
- D. All fusions that are contained in the pipe or tubing to be pulled shall be allowed to cool down for a minimum of 20 minutes in accordance with the cool-down times in the fusion procedures or as specified in manufacturer's literature, of the pulling operation.

### 3.4 RESTORATION

- A. During the drilling operation, contain drilling mud within the sending and receiving pits and/or specific mud pits excavated for this purpose. All excess flows of mud shall be pumped into a vacuum truck provided for this purpose. If excess mud flows out of the containment pits, the drilling operation shall be shut down, at no expense to the Owner, until the flow of mud is contained within the pits and all excess mud has been cleaned from and removed from the site.
- B. During the drilling operations at the launching and receiving slurry collection pits, make all necessary arrangements for the safe and clean collection and removal of slurry. Prior to the slurry reaching within 2-feet to the top of grade, take all necessary precautions to empty the slurry pot and remove the slurry from the construction area. The slurry shall be properly transported and disposed of in accordance with all State and/or Federal requirements.



- C. All slurry shall be collected in the excavated slurry pits. Slurry pits shall be excavated only in the launching and receiving areas with a 500 cubic foot minimum capacity or as specified by the Owner's engineer.
- D. Upon completion of boring and pipe installation, remove all spoils from the starting and termination pits and dispose of same in a lawful manner at no expense to the Owner. The pits shall then be restored to their original condition.
- E. Once directional drilling has been completed, backfill slurry pits in accordance with Section 312316.13.

### **3.5 FIELD QUALITY CONTROL**

- A. The accuracy of the horizontal directional drilling (HDD) path shall be within 1% of the total length of the bore as specified on the drawings.
- B. The plastic pipe shall be inspected for, and protected from cuts, voids, cracks, inclusions, scratches and other defects or damage prior to, during and after installation.
- C. Conduct pressure testing in accordance with Section 333100. Pressure testing shall use water as the test media. Pneumatic (air) testing is prohibited. The new HDPE pipe shall be pressure tested separately from portions of the pipeline constructed using other materials.
- D. On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, then fusion test straps shall be cut out. The test strap shall be 12-inch or 30 times the wall thickness in length (minimum) and 1-inch or 1½ times the wall thickness in width (minimum). Bend the test strap until the ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test. There shall be no exceptions.
- E. Socket fusions shall be tested by a bent strap test as described by the pipe manufacturer. The pipe manufacturer shall provide visual guidelines for inspecting the butt and socket fusion joints.

### **END OF SECTION**

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## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Install steel casing for gravity sewer pipe by the jacking method.
- B. Construction of jacking and receiving pits, jacking steel casing and installation of CLDI sewer in casing.
- C. Permits, general conditions, dewatering, pumping, construction of pits, sheeting, jacking, materials, pipe installation within casing, testing, grading, grouting, backfilling and compaction.

### **1.2 RELATED SECTIONS**

- A. Section 315000 – Excavation Support and Protection.
- B. Section 333100 – Sanitary Utility Sewerage Piping

### **1.3 REFERENCES**

- A. ASTM A139 – Standard Specifications for Electric-Fusion (Arc) – Welded Steel Pipe (NPS 4-in and over).
- B. ASTM C144 – Standard Specification for Aggregate for Masonry Mortar.
- C. ASTM C150 – Standard Specifications for Portland Cement.
- D. AWS – American Welding Society.
- E. AWWA C203 – Coal-Tar Protective Coatings and Linings for Steel Water Pipelines – Enamel and Tape – Hot Applied.
- F. AWWA C206 – Fused Welding of Steel Water Pipe.
- G. New York State Department of Transportation Standard Specifications.

### **1.4 SUBMITTALS**

- A. Submit product data.
- B. Submit description of jacking method, capacity of jack, and steering and tracking equipment.
- C. Submit equipment list and catalog cuts of all major equipment proposed for use.
- D. Submit description of pipe installation method within casing.
- E. Submit drawing of proposed work zone configuration at the jacking and receiving ends, storage areas, location of slurry for pipe lubrication, cuttings and pit spoil handling areas, and final placement areas.
- F. Submit description of method of grouting and grout mix design.



- G. Submit details and calculations of the jacking and receiving pits sheeting and bracing. Details and calculations shall be prepared by a Professional Engineer licensed in the State of New York.
- H. Submit data on at least two prior completed projects by the pipe jacking firm that indicates details on the type of installation, owner contact name and phone number.
- I. Apply for and bear all costs to obtaining the proper road opening permit, including bond or surety. Secure the permit, with a copy located at the site, before commencement of work.
- J. Submit current AWS welder certificates.
- K. Submit SDS for materials used in the pipe installation.

### 1.5 QUALITY ASSURANCE

- A. Jacking shall be conducted by a firm that has successfully installed casings on two projects in the past five (5) years of similar size and type shown on the plans.
- B. Steering and tracking equipment shall be capable of producing the required alignment within an allowable accuracy of +/- 1% of the casing length.
- C. Maintain grade within 2-inches of casing length.
- D. Jacking operations shall not result in measureable settlement, movement or cracking of roadway or adjacent structures.
- E. The completed installation shall be suitable for conveying wastewater without affecting the ability and integrity of the overlying roadway.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Steel Pipe Casing:
  - 1. ASTM A139, Grade B.
  - 2. Minimum Yield Strength: 35,000 psi.
  - 3. Casing: 30-inch inside diameter and 3/8-inch wall thickness.
  - 4. Interior and exterior shall be coated with bituminous base black coating a minimum of 5 mils thick.
  - 5. Ends prepared for field welding.
  - 6. Steel casing pipe shall be the product of a single domestic manufacturer.
- B. Casing Spacers: Model CSS8, Stainless Steel as manufactured by CCI SYSTEMS PIPELINE INC., WOODLANDS, TX. Casing spacers shall have a minimum 8 inch wide 14 gauge T-304 Stainless Steel band. The spacers shall have a flexible EPDM liner of 0.09 inch thickness with a Durometer "A" 85-90 hardness. The runners shall be of high pressure molded Glass Filled



Polymer with a minimum compressive strength of 33,000 psi, 2 inches in width and a minimum of 7 inches long. Polyethylene runners will not be accepted. The runners shall be attached to the band or riser by fully passivated MIG welding. The casing spacer shall be the centered/restrained style to limit vertical movement of the carrier pipe in the casing.

- C. Cement: ASTM C150 Type II.
- D. Lightweight Cement Grout: Mixture of about 1 part cement to 6 parts aggregate.

## 2.2 DESIGN CRITERIA

- A. Design of pits shall be done in accordance with the NYSDOT publication Geotechnical Design Procedure for Flexible Wall Systems (GDP-11).

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Do not start work prior to receiving SCDPW Highway Department written approval.
- B. Protect utilities located within the thrust block zone of influence.

### 3.2 INSTALLATION

- A. Furnish maintenance of traffic.
- B. Verify location and depth of all underground utilities prior to commencement of jacking operation. Clear drill hole and path locations in accordance with 16 NYCRR Protection of Underground Facilities.
- C. Keep jacking pit subgrades continuously free from groundwater and surface water during jacking operations.
- D. Pits shall be barricaded and warning lights installed before leaving work at night for safety.
- E. Do not drop pipe. Inspect pipe prior to installation. Remove and replace pipe that does not meet specified requirements.
- F. Provide a level concrete slab at the bottom of the jacking pit.
- G. Jack the steel casing true to line and grade. Make frequent checks during the jacking operation so that any departure from the required line and grade shall be detected at the outset and corrective measures used to prevent further deviation. Provide to the extent required thrust blocks or such other provisions as may be required to drive the casing and carrier pipes forward. Remove such blocks or provisions following pipe and casing installation.
- H. Fill voids between the casing and excavated boring with grout meeting the requirements of NYSDOT Standard Specification 650-2.02B.
- I. Field conditions may require that the jacking operation be continued on an around-the-clock basis to avoid interruptions that may cause the casing to "freeze" in place. Costs associated with such uninterrupted operation shall be included in the price bid.

- J. Excavate exit pit up to the casing pipe. Provide sufficient room for installation of carrier pipe, fittings and connections.
- K. Construct casing pipe to prevent leakage of any substance for the casing throughout its length, except at ends. Joints shall be full penetration butt welded on the outside of the casing to form one continuous piece in accordance with applicable portions of AWWA C206 and AWS D7.0 for field welded water pipe joints.
- L. Wire brush and paint welded joints with bitumastic enamel coating in accordance with AWWA C203.
- M. Perform jacking in a manner to prevent voids from developing outside the jacking sleeve.
- N. Extend steel casing 5-feet beyond the edge of the travel way or as shown on the Contract Drawings.
- O. Abandonment of Jacking Operation and Steel Casing: In the event obstructions are encountered during the jacking operation and it is deemed impossible to advance the steel casing, the jacking operation shall cease and the steel casing shall be filled with grout, bulkheaded and abandoned in place. The Engineer shall then indicate an alternate location for the work in order that the jacking operation may be completed.
- P. Clean interior of the casing pipe after installation.
- Q. Observe confined space entry procedures if personnel need to enter casing.
- R. Furnish and install gravity sewer within the steel casing. Install casing spacers on sewer pipe prior to installation within the casing. The method of installation of the gravity sewer within the casing by means of pulling by cable, jacking or other means shall be approved by the Engineer prior to commencing this portion of the work.
- S. Carrier pipe joints within the casing shall be restrained. Field lock gaskets shall be utilized at all bell joints located within the casing. A one-inch steel tie-rod shall be welded or cut (two at each end of casing) into each side of the steel casing and connected with pipe clamps or retainer glands to the nearest mechanical joint fitting to the end of the casing. Check each joint prior to insertion into the casing.
- T. Install carrier pipe so that it is not in tension.
- U. Close ends of casing with masonry after installation of pipe and accepted hydrostatic test of carrier pipe. Verify line and grade prior to closing ends of casing. Provide openings as necessary to allow grouting of annular space.
- V. Fill annular space with non-shrink grout in one continuous operation following testing of pipe installed within the casing. Take necessary measures to protect pipe from deflecting during grouting operations.

**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 include the following:

1. Division 31 Section "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 caly or shale).

## 1.2 INFORMATIONAL SUBMITTALS

- A. Product Data:
  1. Pipe materials, pipe fittings, 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 DUCTIL 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. Grooved end DI pipe shall conform to AWWA C606. All pipe shall be manufactured to rigid groove dimensions.
  - 4. All buried pipe and fittings shall be provided with bituminous seal coat in accordance with AWWA C106, inside and out.
  - 5. All exposed (dry and immersion service) pipe and fittings shall be provided with an interior seal coat in accordance with AWWA C106. The exterior of all exposed pipe and fittings shall be factory primed using a high solids epoxy system with a shop coat thickness of 3.0-8.0 mils DFT. The primer shall be manufactured by Tnemec Company or equal and be red oxide in color. Field paint exposed pipe (dry and immersion service) as specified in Section 09910.
    - a. Fittings: Comply with AWWA C110 for center-to-center end dimensions.



6. Buried: All buried fitting and buried valve joints shall be mechanically restrained and be provided with thrust blocking as detailed on the Drawings. Mechanical joint restraint shall be incorporated into the design of the follower gland. The restraining mechanism shall consist of individually actuated wedges. The joint restraint ring shall be made of 60-42-10 ductile iron conforming to ASTM A536. The restraint shall be series 1100 Megalug by Ebba Iron or equal.
  
7. 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 09910.
  
  - c. Submerged Service Bolts and Nuts: Type 304 stainless steel conforming to ASTM A-193. All piping bolts and nuts located in any tank, vault, well, chamber, or any other structure that treats, stores or conveys water or sewage shall be considered a submerged (immersion) service even if it is not physically located below the water level. The Contractor shall not paint these nuts and bolts. Mask the exposed threads prior to pipe painting. All bolts and nuts in any process tank, regardless if it is located above water level shall meet the requirements of this paragraph.
  
  - d. 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.
  
  - e. Flanged Adapters: Dismantling joint Smith Blair, Inc., Model 975 or equal for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
  
  - f. Couplings: Smith Blair, Inc., Model 411 or equal for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.



- g. Restrained Joint Fittings: Ford Meter Box Co., Inc., UNI-FLANGE “BlockBuster” series 13100, 1400 & 1500 for PVC, ductile iron and steel piping.
- C. HDPE pipe: PHILLIPS DRISCOPIPE, Inc., Dallas, TX, Charter Plastics, Titusville, PA or equal.
- D. Precast concrete: COASTAL PIPELINE PRODUCTS, Calverton, New York or equal.

## 2.2 MANHOLES

- A. Standard Precast Concrete Manholes:
  - 1. Description: ASTM C 478, 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 ID by 8-inch riser, with 4-inch- minimum-width flange and 26-inch- 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. Interior Coating for MH #CB9:

1. Description: Manhole Coating: Epoxy mortar SEWARGUARD rotary spray No. 210 RS by SAUEREISEN, Pittsburgh, PA. or approved equal. Epoxy mortar shall be three component 100% solids system consisting of powder, liquid, and hardener components. Unaffected by freeze/thaw attack, chemically resistant to sanitary sewer environment. Thermal expansion coefficient, ASTM C531:  $3.8 \times 10^{-5}$ / F0 in. Compressive strength approximately 6,800 psi at 28 days. Flexural strength, ASTM C580: 4,600 psi at 28 days. Tensile strength, ASTM C307: 2,500 psi. Density, ASTM C905: 114 pcf ASTM C905. Modulus of elasticity, ASTM C580:  $5.5 \times 10^5$  psi. Moisture absorption, ASTM C413: 0.2%. Shrinkage, ASTM C-531: 0.11%.

## 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 nonpressure flexible couplings where required to join gravity-flow, nonpressure 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 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 be 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 HDPE PIPE INSTALLATION**

- A. Excavate and shape the trench to conform to 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 therefore. This requirement applies equally in the case of cave-in of the trench walls, by failure to apply necessary sheeting measures.
- B. Sections of polyethylene pipe should be joined into continuous lengths on the jobsite above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 psi. The butt fusion joining will produce a joint weld strength equal to or greater than the tensile strength of the pipe itself. All welds will be made using a Data Logger to record temperature, fusion pressure, with a graphic representation of the fusion cycle shall be part of the Quality Control records.
- C. Maintain a log for each butt fusion performed on main line and service connections. Log to consist of stationing for each main line fuse and stationing with distance from mainline for each service connection fuse performed. Provide Engineer with a copy of this log on a daily basis.
- D. Sidewall fusions for connections to outlet piping shall be performed in accordance with HDPE pipe and fitting manufacturer's specifications. The heating irons used for sidewall fusion shall have an inside diameter equal to the outside diameter of the HDPE pipe being fused. The size of the heating iron shall be ¼ inch larger than the size of the outlet branch being fused.



- E. Mechanical joining will be used where the butt fusion method cannot be used. Mechanical joining will be accomplished by either using a HDPE flange adapter with a Ductile Iron back-up ring or HDPE Mechanical Joint adapter with a Ductile Iron back-up ring.
- F. Where compression fittings are used, the Contractor is responsible for assembling these fittings using the proper tools for installation as recommended by the manufacturer.
- G. Socket fusion, hot gas fusion, threading, solvents, and epoxies will not be used to join HDPE pipe.

**3.10 SITE TOLERANCES**

- A. Maximum variation from proposed rim elevation shall be 1/4 inch.

**3.11 PROTECTION**

- A. Protect pipes, structures and appurtenances from damage or displacement during backfilling.

**END OF SECTION**



**H2M architects + engineers**

538 Broad Hollow Rd, 4<sup>th</sup> Floor East, Melville, NY 11747  
tel 631.756.8000 fax 631.694.4122

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

*Fees appear in the following sections: (Where the phrase "See Manuscript" appears, see the noted section in the Manuscript accompanying this Analysis for a complete listing of the multiple fees included in that section.)*

Section	Fee For	Current Amount	Updated Amount
203-4	Alarm permits	Initial: \$25 Amended: \$10 Renewal: \$10	
207-3	Dog licenses	<b>1-year license</b> Altered: \$9 Unaltered: \$15 <b>3-year license</b> Altered: \$27 Unaltered: \$45	
207-4	Replacement dog tag	\$3	
207-11A	Redemption of licensed dog	1 <sup>st</sup> : \$20 2 <sup>nd</sup> : \$40/1 <sup>st</sup> 24 hours + \$5/each additional 24 hours 3 <sup>rd</sup> : \$60/1 <sup>st</sup> 24 hours + \$5/each additional 24 hours	
207-11C	Boarding of impounded dogs	\$5/day	
207-11D	Adoption of dog	\$25 + \$20 for rabies vaccination, if needed	
207-12	Voluntary surrender of identified dog	\$25	
211-8B	Permit to operate a vehicle on the beach	\$35	
211-8D	Permit to operate a vehicle on the beach (fishing clubs)	\$100	
211-8E	Parking permits for fishing clubs	\$25	
211-12	Release of vehicle impounded for violations of Chapter 211, Article I	\$500 + \$25/day of impoundment	
211-14B	Seasonal resident parking permit for parks	Permit: \$10 Seniors (60+): \$5 ID permit: \$5	
	Seasonal nonresident parking permit for parks	Annual: \$150 Weekly: \$75 Daily: \$25	
	Parking permit for South Jamesport Boat Ramp	\$10/year	

Town of Riverhead, NY

Section	Fee For	Current Amount	Updated Amount
211-14D	Dog park permit	Resident: \$15 Nonresident: \$30 Replacement: \$10 Amended: \$5/dog	
215-15	Games of chance license	\$25/license period	
	Games of chance lessors	\$50	
217-12	Building permits	See Manuscript	
217-89	Copy of record of housing standards violations	\$1	
219-26	Coastal erosion management permits and appeals	See Manuscript	
225-7B	Town preparation of draft environmental impact statement	\$100	
227-9	Soil excavation, importation or exportation permit	\$2/cubic yard of material	
229-8B	Fire prevention installation and operational permits	See Manuscript	
231-11	Floodplain development permit	\$50	
235-4B(2)	Road opening permit application	\$200	
	Extension of road opening permit	\$50	
237-11	Junk dealers license	\$30/year + \$5 state fee	
247-7	Mobile home park license	\$2/lot	
	Temporary mobile home park permit	\$1/lot/year	
251-2B	Sidewalk café permit	\$25	
255-7	Peddling or soliciting license	See Manuscript	
261-6	Rental occupancy permits	See Manuscript	
263-15C	House drain installation permit	\$10	
267-5	Redemption of shopping carts	\$25/cart	
271-12	Stormwater pollution prevention plan deposit	\$3,500	
	SWPPP review	\$175/hour	
	SWPPP site inspection	\$110/hour	
271-24	MS4 connection permits: <b>General</b> Application & filing <b>Connection</b> Application & filing Inspection	  \$25  \$250 \$500	

Section	Fee For	Current Amount	Updated Amount
	<b>Special</b> Application & filing Inspection	\$250 \$500	
285-44B(1)	Redemption of impounded recreational vehicle	\$500	
289-30C	Temporary resident shellfish permit	Up to 15 days: \$15 Up to 30 days: \$30 Up to 60 days: \$60 Up to 90 days: \$90	
289-30D	Commercial shellfish/finfish permit	\$100	
289-48D	Permit for commercial operation of docking facilities	\$10/berth; minimum \$50; maximum \$200	
289-51J	Application for permit to dig, dredge, change the bottom of waters or construct bulkheading, etc.	\$100	
291-6	Freshwater permit application	\$100	
291-10E	Application for freshwater permit after violation	\$300 + \$100 application fee	
301-3, definition of "game center"	Game center permit	\$50/year	
301-176A	Application for permit for artist dwelling	\$10	
301-212A	Preservation credit certificate	\$500	
301-233E(2)(e)	Permit to erect residential real property signs	Licensed real estate brokers: \$200/year Property owner: deposit of \$100/sign	
301-237	Yard sale permit	\$5	
301-243D	Permit for temporary trailer (prefabricated dwelling)	\$50	
301-246	Temporary greenhouse permit	Up to 5: \$30 Each additional: \$5	
301-248	Bed-and-breakfast facility compliance permit	\$100/year	
301-269D	Minor subdivision application	\$50/lot	
	Lot merger/internal lot line change	\$20/lot	
	Major subdivision treated as minor subdivision	\$100/lot	

Town of Riverhead, NY

Section	Fee For	Current Amount	Updated Amount
	Minor subdivision taken from major subdivision	\$100/lot	
	Fee in lieu of recreational facilities	\$3,000/lot	
301-270A(4)	Extension of two-year performance bond for major subdivisions	\$2,000	
301-270B(14)(c)	Fee in lieu of recreational facilities for major subdivisions	\$3,000/lot	
301-270F	Approval of major subdivision sketch plan	\$250 + \$200/lot engineering fee	
	Approval of major subdivision preliminary plat	\$3,500/lot + \$500/acre if a sketch plan has been submitted	
301-272B(16)	Cash impact fee for industrial subdivisions	\$2,000/lot	
301-272F	Approval of industrial subdivision sketch plan	\$100	
	Approval of industrial subdivision preliminary plat	\$5/acre or \$100, whichever is greater	
	Approval of industrial subdivision preliminary plat where no sketch plan has been submitted	\$100 + (\$5/acre or \$100, whichever is greater)	
	Approval of industrial subdivision final plat	\$100 + (\$5/acre or \$100, whichever is greater)	
	Industrial subdivision engineering fee	\$100/lot	
301-285D(4)	Fee in lieu of recreational area for site plan approval	\$3,000/residential unit	
301-286F	Site plan inspections	\$250/inspection or reinspection	
301-286G	Review of site plan applications	\$500 + \$0.10/square foot of site improvements and/or altered area	
	Application to amend previously approved site plan	\$500	
		Maximum \$30,000	
301-292D	Special permit application review Construction of building or disturbed area of 4,000 square feet or less Construction of building or disturbed area greater than 4,00 square feet	\$500 \$2,000	
301-296	Recreation fee for approval of condominium maps	\$3,000/dwelling unit	

<b>Section</b>	<b>Fee For</b>	<b>Current Amount</b>	<b>Updated Amount</b>
	Condominium map engineering review	\$100/unit	
301-303	Small wind energy system applications	\$250	
301-311	Communications tower or antenna application	\$500	
301-322	Change of zone petition: Construction of less than 4,000 square feet Construction of 4,000 square feet or more	\$1,500 \$2,500	



538 Broad Hollow Road, Melville, NY 11747

PROJECT: RSD1602 - PROHEALTHCARE SEWER DESIGN RSD1602      DATE: 12/14/2016

SUBJECT: Final Bid Plans, Technical Specifications & Contract      TRANSMITTAL ID: 00006

PURPOSE: For your use      VIA: Email

FROM

NAME	COMPANY	EMAIL	PHONE
Nicholas Bono 538 Broad Hollow Road Melville NY 11747 United States	H2M	NBono@H2M.com	631-392-5361

TO

NAME	COMPANY	EMAIL	PHONE
Diane Wilhelm 200 Howell Avenue Riverhead, NY 11901 United States of America	TOWN OF RIVERHEAD	wilhelm@townofriverheadny.gov	(631) 727-3200

REMARKS: Please find enclosed PDF copies of the final bid documents for the ProHealthcare Sewer Connection project associated with Contract No. RSD 1602, scheduled for a bid advertisement date of 12/15 (tomorrow).

Should you have any questions or require additional information, do not hesitate to contact me at (631) 756-8000 ext. 1428 or via e-mail at nbono@h2m.com.

**Nicholas F. Bono, P.E.**  
Senior Project Engineer  
H2M architects + engineers

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747  
tel 631.756.8000 x1428 | mobile 516.729.5721 | fax 631.694.4122

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# Transmittal

DATE: 12/14/2016  
TRANSMITTAL ID: 00006

## DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	12/14/2016	Town of Riverhead Contract - RDSD1602 - ProHealthcare Sewer Connection Plans.pdf	
1	12/14/2016	Town of Riverhead Contract - RDSD1602 - ProHealthcare Sewer Connection Technical Specifications & Contract.pdf	

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## COPIES:

Michael Reichel (TOWN OF RIVERHEAD)  
Steve Hearl (H2M)  
Frank Russo (H2M)