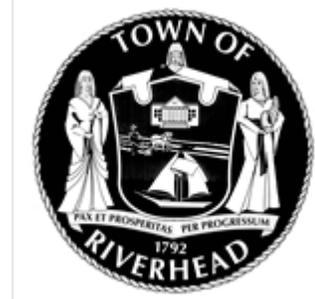




architects + engineers

## CONTRACT AND SPECIFICATIONS

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



### INSTALLATION OF WATER MAINS & APPURTENANCES

### RIVERVIEW LOFTS (AKA GEORGICA GREEN)

H2M Project No: RDWD1752

#### **TOWN SUPERVISOR**

Laura Jens-Smith

#### **TOWN COUNCIL**

Jodi Giglio  
Timothy Hubbard  
James Wooten  
Catherine Kent

#### **TOWN CLERK**

Diane Wilhelm

#### **WATER SUPERINTENDENT**

Mark Conklin

**NOVEMBER 2018**

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

538 Broad Hollow Rd, 4<sup>th</sup> Floor East, Melville, NY 11747  
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[www.h2m.com](http://www.h2m.com)



RIVERHEAD WATER DISTRICT  
TOWN OF RIVERHEAD

INSTALLATION OF WATER MAINS AND APPURTENANCES  
RIVERVIEW LOFTS (AKA GEORGICA GREEN)  
H2M PROJECT No.: RDWD1752

NOVEMBER 2018

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The Town Board of Riverhead will receive bids for the “**Installation of Water Mains and Appurtenances, Riverview Lofts (AKA Georgica Green)**” for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **2:00 P.M.**, on **Thursday, November 29, 2018** at which time and place all bids will be publicly opened and read aloud for:

**Installation of Water Mains and Appurtenances  
Riverview Lofts (AKA Georgica Green)  
PROJECT NO.: RDWD1752**

Plans and specifications may be examined on or after *Thursday, November 15, 2018* by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on “Bid Requests”. Plans and specifications are available in electronic format only from the aforementioned website.

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

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

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

ACTING AS THE GOVERNING BODY  
OF THE RIVERHEAD WATER DISTRICT

TOWN CLERK, TOWN OF RIVERHEAD

**DATED: November 15, 2018**

BIDS FOR PROJECT

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

RIVERHEAD WATER DISTRICT

**INSTALLATION OF WATER MAINS & APPURTENANCES  
RIVERVIEW LOFTS (AKA GEORGICA GREEN)**

PROJECT NO.: RDWD1752

TIME AND PLACE OF BID

Bids are to be submitted in sealed opaque envelopes, and will be received by the Town of Riverhead, at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, not later than **2:00 P.M.** prevailing time, on **Thursday, November 29, 2018** at which time and place they will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening of bids.

BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "PROJECT NO.: RDWD 17-52, INSTALLATION OF WATER MAINS & APPURTENANCES, RIVERVIEW LOFTS (AKA GEORGICA GREEN) FOR THE RIVERHEAD WATER DISTRICT, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK", but otherwise unmarked. Bid package shall include Proposal sheets, Qualifications of Bidder sheets, Approval of Subcontractor sheets, and the New York State Uniform Contracting Questionnaire.

PLANS AND SPECIFICATIONS

Plans and specifications may be examined on or after **Thursday, November 15, 2018** at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Bid Requests".

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

VERBAL ANSWERS

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

EXAMINATION OF SITE

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

PROPOSAL

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

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

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

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

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

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

#### BID BOND OR CERTIFIED CHECK

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

#### NAME OF BIDDER

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

#### QUALIFICATIONS OF BIDDERS

(1) The Town Board reserves the right to waive any informalities in, or reject any and all bids. The Board reserves the right to reject any and all bids which do not conform to the Proposal.

(2) All bidders must prove to the satisfaction of the Town Board that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work.

(3) In determining the qualifications of a bidder, the Town Board will consider its record in the performance of any contracts entered into by it for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Town Board may request.

(4) The Town Board shall be the sole judge of the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Town Board, or if the evidence submitted by, or the investigation of, such bidders fails to satisfy the Town Board that it is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### PERFORMANCE AND MAINTENANCE BOND

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

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

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

#### SIGNATURE OF CONTRACTOR

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

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

#### CONTRACTOR'S INSURANCE

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

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

#### RESPONSIBILITY OF BIDDER

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

#### LABOR RATES

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

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

#### APPRENTICESHIP PROGRAM

Pursuant to Section 816-(b) of the New York Labor Law, the Riverhead Water District has adopted a Resolution relating to approved apprenticeship programs. If the successful bidder's bid hereunder exceeds the sum of \$250,000.00, such bidder shall, prior to enter into a contract with the District, be required to have an appropriate apprenticeship agreement that has been registered with and approved by the Commissioner of the New York State Department of Labor pursuant to the requirements found in Article 23 of the New York Labor Law. Any subcontractors under this contract shall also, in all respects, comply with these provisions.

#### COMPLETION OF WORK

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

#### RESPONSIBILITY OF CONTRACTOR

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

TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK

**END OF SECTION 002113**

TO THE TOWN COUNCIL  
RIVERHEAD WATER DISTRICT

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

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

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**BIDDER'S DECLARATION:**

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person and persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the contract and specifications and the drawings referred to; and has read the Information for Bidders hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said contract and specifications; and it will accept in full payment therefore the following sums to wit:

**END OF SECTION 004105**

Gentlemen:

The undersigned hereby offers to furnish all labor, equipment, materials and appurtenances for Installation of Water Mains & Appurtenances – Riverview Lofts (AKA Georgica Green), all in accordance with the plans and specifications prepared by H2M architects + engineers for the following individual and lump sum prices:

**ITEM 1A**

Furnish & Install 6" Cement-Lined Ductile Iron Water Main  
Push-on Joint, Special Class 52  
Approximately 80 linear feet.

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 1B**

Furnish & Install 8" Cement-Lined Ductile Iron Water Main  
Push-on Joint with Locking Rubber Gaskets, Special Class 52  
Approximately 140 linear feet.

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 1BP**

Furnish & Install 6"/8" DR-18 PVC Water Main  
Push-on Joint with Joint Restraint Harness  
Approximately 1,160 linear feet.

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 1C**

Furnish & Install 10" Cement-Lined Ductile Iron Water Main  
Push-on Joint with Locking Rubber Gaskets, Special Class 52  
Approximately 180 linear feet.

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

DOLLARS

**ITEM 2**

Furnish and Install Mechanical Joint C.L.D.I. Castings.  
Approximately 4,000 pounds.  
(Quantities based on C153 weights)  
\* Min. Unit Bid \$1.00 \*

Price per LB \_\_\_\_\_ (\$ )  
DOLLARS

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

**ITEM 3A**

Furnish and Install 6" Mechanical Joint Gate Valve with Box and Retainer Glands.  
Approximately 3 units.

Price per UNIT \_\_\_\_\_ (\$ )  
DOLLARS

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

**ITEM 3B**

Furnish and Install 8" Mechanical Joint Gate Valve with Box and Retainer Glands.  
Approximately 4 units.

Price per UNIT \_\_\_\_\_ (\$ )  
DOLLARS

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

**ITEM 3C**

Furnish and Install 10" Mechanical Joint Gate Valve with Box and Retainer Glands.  
Approximately 2 units.

Price per UNIT \_\_\_\_\_ (\$ )  
DOLLARS

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

**ITEM 4A**

Furnish and Install Hydrant (Mechanical Joint Inlet) with rods and retainer glands.  
Approximately 2 units.

Price per UNIT \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 5**

Chlorination, Flushing and Testing of Water Mains.  
Approximately 1,560 linear feet.  
\* Min. Unit Bid \$1.00 \*

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 6U**

Remove unsuitable material.  
Approximately 250 CY.

Price per CY \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 8C**

Cut-in to Existing 10" Water Main.  
Approximately 1 unit.

Price per UNIT \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 9**

Trench Compaction.  
Approximately 1,560 linear feet.  
\* Min. Unit Bid \$1.00 \*

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 9B**

Trench Stabilization, Including Crushed Stone Base and Filter Fabric Wrap.  
Approximately 1,200 linear feet.

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 9CF**

Furnish & Install Clean Fill.  
Approximately 250 cubic yards.

Price per CY \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 10A**

Repaving Town of Riverhead Roadway incl. permitting, saw cutting, removals, installation  
of base and wearing course asphalt, sealing and re-striping.  
Approximately 1000 square yards.

\* Minimum Unit Bid \$20.00 \*

Price per SY \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 11A**

Repaving New York State Composite Roadways incl. permitting, saw cutting, removals,  
installation of concrete base and wearing course asphalt, sealing and re-striping.  
Approximately 150 square yards.

\* Minimum Unit Bid \$20.00 \*

Price per SY \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 15C**

Remove & Replace Concrete Curb  
Approximately 100 linear feet.  
*\* Minimum Unit Bid \$10.00 \**

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 26A**

Moving Fee (Re-Mobilization)  
*\* Fixed Price \**

LUMP SUM \_\_\_\_\_ Two Thousand Five Hundred and 00/100 (\$ 2,500.00 )  
DOLLARS

**ITEM 29**

Furnish & Install 2" hot-mix asphalt including maintenance and removal.  
Approximately 1,530 linear feet  
*\* Min. Unit Bid \$1.00 \**

Price per LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 30R**

Reconnect existing water service.  
Approximately 6 units.

Price per unit \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

**ITEM 30X**

Abandon existing water service.  
Approximately 1 unit.

Price per unit \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

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

TOTAL UNIT PRICE BID (Sum of All Unit Price Items):	
_____	
_____	(\$ _____ )
DOLLARS	

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

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

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

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

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

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

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

THE TOWN OF RIVERHEAD/RIVERHEAD WATER DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT BASED ON EITHER THE TOTAL BID OR ANY COMBINATION OF ITEMS. THE TOWN/DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. WITHIN TEN (10) DAYS (SUNDAYS AND LEGAL HOLIDAYS EXCEPTED) AFTER ACCEPTANCE OF THIS BID BY THE TOWN/DISTRICT, THE BIDDER SHALL EXECUTE THE CONTRACT. THE BIDDER SHALL FURNISH THE REQUIRED BONDS AND INSURANCES TO THE WATER DISTRICT'S ATTORNEY WITHIN THE SAME TIME FRAME.

SCHEDULE OF WORK

ALL CONTRACT WORK INCLUDED WITHIN EACH PHASE SHALL BE COMPLETED WITHIN SIXTY (60) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE TO PROCEED. A NOTICE TO PROCEED WILL BE ISSUED AND WILL INCLUDE THE COMPLETION DATE.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK WITHIN THE SPECIFIED TIME PERIOD WILL SUBJECT HIM TO LIQUIDATED DAMAGES AS SET FORTH IN THE CONTRACT, IN THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) PER DAY, COMMENCING WITH THE 91ST DAY AS SET FORTH IN THE NOTICE TO PROCEED.

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION AND CONTRACT MANAGEMENT TIME REQUIRED BEYOND THE COMPLETION PERIODS ESTABLISHED. SUCH DEDUCTION SHALL BE NO LESS THAN \$100.00 PER DAY AND NO MORE THAN \$400.00 PER DAY.

THE BIDDER REPRESENTS HERewith THAT HE IS AWARE OF THE WORKING CONDITIONS, HAS CAREFULLY REVIEWED THE PROPOSAL AND SPECIFICATIONS, HAS CHECKED AND CERTIFIES THE ACCURACY OF THE BID.

WORK SHALL NOT PROCEED UNTIL THE RIVERHEAD WATER DISTRICT RECEIVES ALL REGULATORY APPROVALS. AWARD OF CONTRACT SHALL BE CONTINGENT UPON APPROVAL BY SUFFOLK COUNTY DEPARTMENT OF HEALTH.

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

PROPOSED PIPE MANUFACTURERS: \_\_\_\_\_

PROPOSED GATE VALVE MANUFACTURER: \_\_\_\_\_

PROPOSED HYDRANT MANUFACTURER: \_\_\_\_\_

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

**ADDENDUM NO.**

**DATED**

\_\_\_\_\_

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

DAY: (\_\_\_\_) \_\_\_\_\_

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

EMERGENCY: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

**END OF SECTION 004118**

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

The Bidder hereby agrees to appear with its sureties at the office of the Town of Riverhead, Town Clerk's office within ten (10) days (Sundays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature; such notice to be given in writing within thirty (30) days of opening of the bids (unless a moving fee is contained on the Proposal pages, and then to the last time interval of any moving fee contained on the Proposal pages); and, on the signing of such contract by the Bidder, to furnish the indemnifying bonds as provided in the General Conditions.

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

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

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

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

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

### 1.0 - INDEMNITY

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

### 2.0 - LIMITATION OF LIABILITY

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

### 3.0 - NO CLAIM FOR DELAY

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

**END OF SECTION 004355**

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

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

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

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

INSTALLATION OF WATER MAINS & APPURTENANCES  
RIVERVIEW LOFTS (AKA GEORGICA GREEN)

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by

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

(Seal of the Corporation)

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

RESPECTIVELY SUBMITTED:

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

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

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

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

END OF SECTION 004519

Vendor Responsibility Questionnaire begins on the following page.

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

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

### COMPLETION & CERTIFICATION

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

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

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

### DEFINITIONS

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

### RESPONSES

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

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
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> ( <u>LLC</u> or <u>PLLC</u> )	Date Organized			
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration			
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established			
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				
1.1 Was the <u>Business Entity</u> formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:				
<input type="checkbox"/> United States	State			
<input type="checkbox"/> Other	Country			

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

<b>I. BUSINESS CHARACTERISTICS</b>			
1.2 Is the <u>Legal Business Entity</u> publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If “Yes,” provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>Note: Select “Not Required” if the Business Entity is a Sole Proprietor or General Partnership</i>			
If “No,” explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No		
1.5 If the <u>Business Entity’s Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>(Select “N/A” if <u>Principal Place of Business</u> is in New York State.)</i>			
If “Yes,” provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If “Yes,” check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm’s shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (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</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <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

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

Vendor Name:

NYS Vendor ID:

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

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

Vendor Name:

NYS Vendor ID:

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

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

Vendor Name:

NYS Vendor ID:

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

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

**Vendor Name:**

**NYS Vendor ID:**

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

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

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>							
<b>9.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
<b>10.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
<b>Grand Total All Uncompleted Contracts</b>						<b>\$0.00</b>	

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

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

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

**ASSETS**

Current Assets

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

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

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

12. Fixed Assets

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

13. Other Assets

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

14. TOTAL ASSETS

\$ -

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\$ -

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

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

**LIABILITIES**

Current Liabilities

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

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

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

27. Other Liabilities

Other (list) _____	\$ _____	-
_____	\$ _____	-

Total Other Liabilities \$ \_\_\_\_\_ -

28. TOTAL LIABILITIES \$ \_\_\_\_\_ -

**NET WORTH**

29. Net Worth (if proprietorship or partnership) \$ \_\_\_\_\_ -

30. Stockholders' Equity

Common stock issued and outstanding	\$ _____	-
Preferred stock issued and outstanding	\$ _____	-
Retained earnings	\$ _____	-
Total	\$ _____	-
Less: Treasury stock	\$ _____	-

31. TOTAL STOCKHOLDERS' EQUITY \$ \_\_\_\_\_ -

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ \_\_\_\_\_ -

TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT

SUFFOLK COUNTY

NEW YORK

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

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

**Project No.1**

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

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

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

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

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

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

**Project No.2**

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

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

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

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

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

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

**Project No.3**

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

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

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

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

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

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

**Project No.4**

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

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

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

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

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

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

**Project No.5**

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

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

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

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

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

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

The following is a list of the major areas of construction work under this contract to be performed by subcontractors to the bidder, showing the Type of Work and the name of the Owner, Location and Date of Construction for work of similar nature in size, construction method and construction procedure, which have been completed by the undersigned, and which have been in operation for a period of not less than one year (minimum of five such projects).

**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>

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

**BIDDER**

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

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

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

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

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

**END OF SECTION 004550**

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

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

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

**END OF SECTION 004555**

SECTION 005209 – CONTRACT

CONTRACT IN QUADRUPLICATE FOR  RIVERVIEW LOFTS (AKA GEROGICA GREEN)   
AT TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, dated \_\_\_\_\_, 20\_\_, BY AND  
BETWEEN THE TOWN BOARD OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK,  
acting for and in behalf of the RIVERHEAD WATER DISTRICT (herein called the TOWN DISTRICT), and  
(herein called the CONTRACTOR).

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

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

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

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

\_\_\_\_\_

for the sum of: \_\_\_\_\_

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

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

1. CONTRACT DOCUMENTS AND DEFINITIONS

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

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

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

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

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

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

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved or acceptable to, or satisfactory to, in the judgment of the Engineer.

2. SCOPE OF THE WORK

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

3. COMPENSATION TO BE PAID TO THE CONTRACTOR

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

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

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

4. TIME OF ESSENCE

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

5. COMMENCEMENT OF WORK

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

6. TIME FOR COMPLETION

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

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

7. LIQUIDATED DAMAGES FOR DELAY

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

8. EXTENSIONS OF TIME - NO WAIVER

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

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

9. CONTRACT SECURITY

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

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

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

10. CONTRACTOR'S INSURANCE

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

Compensation Insurance

Public Liability and Property Damage Insurance

Contractor's Protective Liability and Property Damage Insurance

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

Automobile Public Liability and Property Damage Insurance

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

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

B. Commercial General Liability and Insurance - The Contractor shall take out and maintain during the life of this Contract such insurance as shall protect him and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

(1) Comprehensive General Liability Insurance in the amount not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence and TWO MILLION DOLLARS (\$2,000,000.) general aggregate.

(2) Umbrella Liability for bodily injury and property damage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.)

C. Commercial General Liability and Umbrella Liability - The above policies for commercial general liability and umbrella liability insurance must be so written as to include Contractor's Protective Liability Insurance to protect the contractor against claims arising from the operations of any subcontractor.

The above policies for Commercial General Liability insurance must name the Town of Riverhead, The Riverhead Water District, its employees, public officials, officers, agents, etc., as additional insureds on a primary and non-contributory basis for General Liability, Automobile Liability and/or Excess Umbrella Liability. That additional insured status must be evidenced by a copy of endorsement CG 20 10 10 01, "additional insured – owners, lessee or contractors – scheduled person or organization" endorsement (see attached sample) or its equivalent and copy of endorsement CG 20 37 10 01, "additional insured – owners, lessees or contractors - completed operations" endorsement (see attached sample), or its equivalent.

SECTION 005209 – CONTRACT

D. Blanket Waiver of Subrogation – The above policies for workers' compensation insurance as well as comprehensive general liability insurance, automobile insurance, and excess umbrella liability insurance shall include waiver of transfer of rights of recovery against the Town of Riverhead, The Riverhead Water District, and H2M architects + engineers. Such waiver of subrogation shall be evidenced by certificate of insurance or copy of endorsement to the appropriate policy.

E. Owner's Protective Liability Insurance – (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as engineer) – If the Town of Riverhead, Riverhead Water District deem necessary, the Contractor shall furnish to the TOWN DISTRICT with respect to the operations he or any of his subcontractors perform, a regular Owner's Protective Liability Insurance Policy for and in behalf of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER, providing for a limit of not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence, a total limit of TWO MILLION DOLLARS (\$2,000,000.) general aggregate for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protective Property Damage Insurance providing for a limit of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for all damages. The insurance must fully cover the legal liability of the TOWN DISTRICT, TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as ENGINEER. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.

F. Commercial Automobile Liability - The Contractor shall take out and maintain during the life of the Contract such automobile public liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- (1) Automobile Public Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death per occurrence.
- (2) Umbrella Liability for bodily injury and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.).

11. PROOF OF CARRIAGE OF INSURANCE

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

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

12. COMPLIANCE WITH LABOR AND PENAL LAWS

## SECTION 005209 – CONTRACT

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

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

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

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

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

## SECTION 005209 – CONTRACT

done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

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

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

### 13. PAYMENT OF EMPLOYEES

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

### 14. ESTIMATES AND PAYMENTS

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

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

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

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twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.

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

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

15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

16. CONSTRUCTION REPORTS

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

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

17. INSPECTION AND TESTS

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

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

If, at any time, before final acceptance of the entire work, the Engineer, with the TOWN DISTRICT's approval, considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any

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material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Engineer, with the TOWN DISTRICT's approval, whether or not the same shall be defective, the Contractor shall be liable for the expenses of such examination and of satisfactory reconstruction.

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

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

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

### 18. PLANS AND SPECIFICATIONS - INTERPRETATIONS

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

### 19. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

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

### 20. CONTRACTOR'S TITLE TO MATERIALS

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

### 21. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a Construction Superintendent or Foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be

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acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

22. PROTECTION OF WORK, PERSONS AND PROPERTY

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

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

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

23. PATENT RIGHTS

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

24. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

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

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

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

D. That he has carefully examined the Plans, Specifications, and the site of the work, and that from his own investigation he has satisfied himself as to the nature and location of the work, the

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character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

### 25. AUTHORITY OF THE ENGINEER

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

### 26. SURVEYS

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

### 27. CHANGES AND ALTERATIONS

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

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

### 28. CORRECTION OF WORK

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

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

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

29. WEATHER CONDITIONS

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

30. THE TOWN DISTRICT'S RIGHT TO WITHHOLD PAYMENTS

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

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

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

If:

- A. The Contractor shall file for any form of bankruptcy relief or make an assignment for the benefit of creditors; or
- B. A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or
- C. The Contractor shall violate any provision of this Contract; or
- D. The Contractor shall fail or refuse to regard laws, ordinances, regulations, or the instructions of the Engineer and/or the TOWN DISTRICT;

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

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

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

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

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

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

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

33. RESPONSIBILITY OF WORK

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

34. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injury to persons or damages to property;

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B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors, or other contractors;

C. To place upon any of the completed work only such superimposed loads as are consistent with the safety of that portion of the work;

D. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance;

E. Before the Engineer's approval of the Final Payment Request, to remove all surplus material, temporary structures, plants of any description and debris of any and every nature resulting from his operations and to put the site in a neat and orderly condition.

35. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

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

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

36. SUITS AT LAW

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

37. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

38. SUBLETTING, SUCCESSOR AND ASSIGNS

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

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

RIVERHEAD WATER DISTRICT

BY: \_\_\_\_\_  
LAURA JENS-SMITH, SUPERVISOR

(TOWN SEAL)

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

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

(SEAL)

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF SUFFOLK    )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came LAURA JENS-SMITH, to me known, who being by me duly sworn, did depose and say that he is the duly elected SUPERVISOR of the TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, NEW YORK, and that at a meeting of the Town Board of the Town of Riverhead, duly held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, the said Board, also acting in its capacity as the Governing Body of the Riverhead Water District, authorized the said SUPERVISOR to execute all and any contracts on behalf of the Board; that he knows the seal of said Town, and that the said Water District seal is also the seal of the Town of Riverhead; that the seal affixed to the foregoing instrument is its corporate seal; that it was affixed thereto by order of the said Board, and that he signed his name thereto and executed the said instrument on behalf of the said Water District by like order and authority.

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

SECTION 005209 – CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                )

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

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

SECTION 005209 – CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                )

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

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

**END OF SECTION 005209**

IRAN DIVESTMENT ACT CERTIFICATION

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

Dated: \_\_\_\_\_ 2018

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

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

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

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

**END OF SECTION 006295**

### 1. GENERAL CONDITIONS

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

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

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

### 2. CONTRACT DOCUMENTS

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

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

### 3. APPROVAL OF SUBCONTRACTORS AND MATERIALS

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

### 4. INTERPRETATION OF DRAWINGS, ETC.

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

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

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

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

All work that may be called for in the Specifications and not shown on the Plans or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the contractor as if designated

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

#### 5. ADDITIONAL WORK

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

#### 6. SAFETY PROVISIONS

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

#### 7. SANITARY REGULATIONS

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

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

#### 8. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION

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

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

#### 9. LABOR

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

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

#### 10. CLAIMS OR PROTESTS

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

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

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

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

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

#### 12. INFRINGEMENT OF PATENTS

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

#### 13. DAMAGES

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

#### 14. GUARANTEE/WARRANTY

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

15. STANDARDIZATION

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

**END OF SECTION 007305**

### SCOPE

The work under this Contract includes furnishing all materials, equipment, labor, etc., for the installation of water mains and appurtenances, as shown on the Plans and Specifications and as directed by, and to the approval of, the Engineer.

### GENERAL SPECIFICATIONS

The General Specifications are hereby made a part of the contract.

Where any article of the General Specifications is supplemented hereby, the provision of such article shall remain in effect. 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.

### NO DIRECT PAYMENT

No direct payment will be made for work done or for materials furnished under these General Specifications. Compensation shall be deemed to have been included in the contract price of the entire work.

### WORKMANSHIP

It is the intent of these specifications to describe definitely and fully the character of materials and workmanship required with regard to ordinary features and to require first-class work and materials.

For any unexpected features arising during the progress of the work and not fully covered herein, the specifications shall be interpreted by the Engineer to require first-class work and materials, and such interpretation shall be accepted by the Contractor.

### PROPER METHOD OF WORK AND PROPER MATERIALS

The Engineer shall have the authority 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 any time before the commencement or during the progress of the work, the materials and appliances used or to be used appear to the Engineer as insufficient or improper for assuring the quality of work required or the required rate of progress, he may order the Contractor to increase its efficiency or to improve the character of the materials and appliances. The failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from its 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. Work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

### CONSTRUCTION MONITORING

The Contractor shall, at all times, provide convenience of access and safe and proper facilities for the observation of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Engineer or his assistants.

The Contractor shall notify the Engineer 24 hours in advance as to when he intends to start or resume the work.

No material of any kind shall be used upon the work until it has been monitored and accepted by the Engineer. Rejected materials shall be immediately removed from the work and not again offered for use.

Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous monitoring. The observation of the work by the Engineer is intended to aid the Contractor in applying labor and materials in accordance with the contract, but such observation shall not operate to release the Contractor from any of its contract obligations.

#### COOPERATION

All contractors and subcontractors shall coordinate their work with adjacent work and with other trades so as to facilitate the general progress of the work. Each trade shall afford other trades every reasonable opportunity for the installation of their work and for the storage of their material.

#### PROTECTION OF WORK

The Contractor shall place a sufficiency of yellow, Type C steady burn lights on or near any work accessible to the public, and keep them burning sunset to sunrise. It shall erect suitable railings or barriers, and shall provide watchmen on the work by day or night, as required and deemed necessary for the safety of the work on public or adjoining property.

The District reserves the right to remedy any neglect on the part of the Contractor regarding the protection of the work which may come to its attention, after 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 any money due the Contractor.

#### REPRESENTATIVE ALWAYS PRESENT

The Contractor, in case of its 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 materials 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.

#### SIGNS

No signs or advertisements will be allowed to be displayed unless a permit is obtained from the Town Building Department and the sign is approved by the Engineer.

#### PERMITS AND REGULATIONS

The Water Main Contractor shall obtain and pay for all permits necessary to conduct the work and complete this contract. Work shall be performed in strict accordance with the regulations and requirements of the various civil agencies having jurisdiction. Upon completion of the work provided for in this Contract, and before final payment shall be made, the Contractor shall furnish the Engineer with any necessary certificates of approval issued by these various agencies.

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.

TEMPORARY LIGHTS, WATER, ETC.

The Water Main Contractor shall provide its own temporary light, power and water supply. The Contractor shall pay for all current for temporary power and lighting. The District will not charge for water used.

GRADES, LINES, LEVELS AND SURVEYS

The Developer will establish the lines and grades for the water mains and appurtenances. All grades, lines, levels and bench marks shall be maintained by this Contractor, who shall be responsible for same.

The Contractor shall verify grades, lines, levels and dimensions shown on the plans, and he shall report any errors or inconsistencies in the above to the Engineer before commencing work.

BOUNDARIES OF WORK AND CONTIGUOUS WORK

The District will obtain from the Developer rights-of-way for the work specified in this Contract, and the Contractor shall not enter or occupy with men, tools or materials any private ground outside the easements and rights-of-way without the consent of the property owner and the approval of the Engineer. Other contractors of the District may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the District all reasonable facilities and assistance for the completion of adjoining work.

Where the work called for extends upon or through private property, the Developer shall procure all necessary rights and deeds for access to the property for the District. The Contractor shall not proceed with this part of the work until the Developer has completed its negotiations with the property holders and all necessary papers are in the hands of the District.

CLEANING AND FINAL INSPECTION

All pipelines and other structures shall be kept clean during construction. As work approaches completion, the Contractor shall systematically and thoroughly clean the site and structures and make any needed repairs.

The Contractor shall furnish, at its own expense, suitable tools and labor for cleaning out all dirt, mortar and foreign substances from the structures, and the water for cleaning by flushing. Any leakage of water into any structure exceeding the limits specified, or any deviation from the proper grade for alignment to the structure, or any other defect such as to make the work, in the opinion of the Engineer, fall short of first-class work, shall be properly corrected by the Contractor at its own expense.

Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin this cleaning and repairing, if such is needed, will be given in due season by the Engineer who, at the same time, will make his final inspection of the work.

The Engineer will not prepare the Contractor's final payment request until after the final inspection is made. During this final inspection, the Contractor, at its own expense, shall furnish suitable provisions as to needed drainage, workers and appliances.

#### CHANGE ORDERS

During the construction period of this Contract, the Engineer may order, in writing, changes in sizes of (prior to release of water mains and appurtenances from the manufacturer) and/or changes in locations of (prior to delivery of materials) and/or additional water mains and appurtenances. The prices as bid for the respective sizes installed shall also be applicable to any such changes or additions ordered by the Engineer. The total cost of additional water mains and appurtenances shall be limited to not more than 10 percent of the total bid (including alternate bids) of all items.

**END OF SECTION 007306**

**SECTION 007343 - WAGE RATES**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Riverhead Water District

Michael Cestare, Staff Engineer  
H2M Archicts & Engineers  
538 Broad Hollow Road  
Melville, NY 11747

Schedule Year 2018 through 2019  
Date Requested 03/29/2018  
PRC# 2018003574

Location Wellbridge Care Center  
Project ID# RDWD1752  
Project Type Installation of water main and appurtenances.

### 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 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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

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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project. There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30.1).

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. Payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The original payrolls or transcripts must be maintained for a period of at least (5) years, by the Department of Jurisdiction (Contracting Agency), from the project's date of completion. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Riverhead Water District  
Max Grabinski, Staff Engineer  
H2M Group  
538 Broad Hollow Road  
Melville NY 11747

Schedule Year 2018 through 2019  
Date Requested 08/21/2018  
PRC# 2018010197

Location Wellbridge Care Center  
Project ID# RDWD1554  
Project Type Installation of water main and appurtenances.

### 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) .



# WORKER NOTIFICATION

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

*Effective February 24, 2008*

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

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

# Attention Employees

**THIS IS A: PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

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

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

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

*Effective July 18, 2008*

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

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

## Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

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

Rochester, NY

Donna Winter

Fax (585) 475-6292

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

(866) 385-7470 Ext. 2919

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

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

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

(732) 235-9455

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

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

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

(716) 829-2125

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

### **Keene State College**

Manchester, NH

Leslie Singleton

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

(800) 449-6742

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

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

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

# Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

# WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

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

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

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

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

***AND***

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

***REMEMBER...***

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

Do not write in any additional Classifications or Counties.

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

# Instructions for Completing Form PW30.1

(Previously 30R)

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

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

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

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

#### Contractor Information:

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

#### Project Information:

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

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

#### Requestor Information:

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

#### Return Completed Form:

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



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

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

Before completing this form, make sure that:

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

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

### Contractor Information

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

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

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

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

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

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

### Project Information

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

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

(If you are Subcontractor)

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

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

### Requestor Information

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

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

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

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

### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

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

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

**Suffolk County General Construction**

**Asbestos Worker** **08/01/2018**

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

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

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

Asbestos Worker \$ 44.00  
 Removal & Abatement Only\*

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

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Asbestos Worker \$ 8.70  
 Removal & Abatement Only

**OVERTIME PAY**  
 See (B, B2, \*E, J) on OVERTIME PAGE  
 Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

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

**REGISTERED APPRENTICES**  
 Apprentice Removal & Abatement Only:  
 1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

**SUPPLEMENTAL BENEFIT**  
 Per Hour:  
 Apprentice Removal & Abatement \$ 8.70 4-12a - Removal Only

**Boilermaker** **08/01/2018**

**JOB DESCRIPTION** Boilermaker **DISTRICT 4**

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

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

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

**SUPPLEMENTAL BENEFITS**  
 Per Hour: 07/01/2018 01/01/2019

Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.32	+ \$ 25.35

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

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2018	01/01/2019
	32% of Hourly Wage Paid Plus Amount Below	32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.37	\$ 19.38
2nd Term	20.22	20.24
3rd Term	21.06	21.08
4th Term	21.92	21.94
5th Term	22.77	22.79
6th Term	23.62	23.65
7th Term	24.46	24.49

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

4-5

**Carpenter**

**08/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Piledriver	\$ 53.63
Dockbuilder	\$ 53.63

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 50.62
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**OVERTIME PAY**

See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wages per hour

(1)year terms:

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

Supplemental benefits per hour:

All Terms:	\$ 33.49
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8-1556 Db

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**Carpenter** **08/01/2018**

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

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Carpet/Resilient

Floor Coverer \$ 50.50

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 45.85

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wage per hour - (1) year terms:

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

Supplemental benefits per hour - all apprentice terms:

\$ 31.11

8-2287

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**Carpenter** **08/01/2018**

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

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Marine Construction:

Marine Diver \$ 67.94

Marine Tender 48.24

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 50.62

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year \$ 21.45

2nd year 26.82

3rd year 34.86

4th year 42.90

Supplemental Benefits  
Per Hour:

All terms \$ 33.49

8-1456MC

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**Carpenter**

**08/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Building

Millwright \$ 52.70

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 53.16

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

One (1) year terms:

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

8-740.1

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**Carpenter**

**08/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Timberman \$ 49.10

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

\$ 49.92

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

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

Supplemental benefits per hour:  
 All terms \$ 33.14

8-1556 Tm

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**Carpenter** **08/01/2018**

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

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

**PARTIAL COUNTIES**  
 Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.  
 Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.  
 Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

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

Core Drilling:  
 Driller \$ 39.69

Driller Helper 31.62

Note: Hazardous Waste Pay Differential:  
 For Level C, an additional 10% above wage rate per hour  
 For Level B, an additional 10% above wage rate per hour  
 For Level A, an additional 10% above wage rate per hour  
 Note: When required to work on water: an additional \$ 0.50 per hour.

**SUPPLEMENTAL BENEFITS**  
 Per hour: 07/01/2018

Driller and Helper \$ 25.45

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

**HOLIDAY**  
 Paid: See (5,6) on HOLIDAY PAGE.  
 Overtime: \* See (5,6) on HOLIDAY PAGE.  
 \*\* See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

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**Carpenter - Building / Heavy&Highway** **08/01/2018**

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

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**  
 Per Hour: 07/01/2018  
 Carpenter (Building) \$ 49.38  
 Carpenter (Heavy Highway) \$ 49.38

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Both Carpenter  
 Categories \$ 32.11

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following:

Per Hour:

1st	2nd	3rd	4th
\$ 23.73	\$ 27.86	\$ 29.93	\$ 34.06

Supplemental Benefits

Per Hour:

All Terms: \$ 18.10

4-Reg.Council Nass/Suff

**Electrician**

**08/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Tele-Data Electrician	16% of Hourly Wage Paid + \$18.49	16% of Hourly Wage Paid + \$19.01
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

**OVERTIME PAY**

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

**HOLIDAY**

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

4-25tela

**Electrician**

**08/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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

"PLEASE NOTE"

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

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

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits:

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

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

4-25m

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**Electrician** **08/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

Electrician	
Pump & Tank	\$ 41.65

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician	
Pump & Tank	65.25% of *Wage Paid

\*Wage Paid includes any and all Premiums

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1 Year Terms at the Following:

Per Hour:

1st Term	\$ 12.50
2nd Term	\$ 14.58
3rd Term	\$ 16.66
4th Term	\$ 18.74
5th Term	\$ 24.99
6th Term	\$ 29.16

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Terms	65.25% of *Wage Paid
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\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

**Electrician**

**08/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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

**SUPPLEMENTAL BENEFITS**

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

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

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits Per Hour:

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

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

**Electrician** **08/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

Tree Trimmer/Remover  
 Line Clearance Specialist \$ 32.72

Groundman\* \$19.63

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

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

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

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

**Electrician Lineman** **08/01/2018**

**JOB DESCRIPTION** Electrician Lineman

**DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction:  
 Per Hour: 07/01/2018 04/01/2019

Lineman/Splicer	\$ 55.60	\$ 57.41
Material Man	48.37	49.95
Heavy Equip. Operator	44.48	45.93
Groundman	33.36	34.45
Flagman	25.02	25.83

For Natural Gasline Construction:  
 Per Hour: 07/01/2018 06/01/2019  
 Journeyman U.G.Mech. \$ 46.99 \$48.52

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Utility Distribution & Transmission Line Construction:

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

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

Natural Gasline Construction:

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

Same as Above for Natural Gas Mechanic.

**REGISTERED APPRENTICES**

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

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

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

4-1049 Line/Gas

**Elevator Constructor**

**08/01/2018**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per hour: 07/01/2018

Elevator Constructor \$ 64.48

Modernization & Service/Repair 50.49

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Elevator Constructor \$ 39.922

Modernization & Service/Repair 38.966

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

**WAGES PER HOUR:**

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

**1 YEAR TERMS:**

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

**SUPPLEMENTAL BENEFITS**

**Elevator Constructor**

1st Term	\$ 32.04
2nd Term	32.80
3rd Term	34.038
4th Term	35.277

**Modernization & Service/Repair**

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

4-1

**Glazier**

**08/01/2018**

**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2018	11/01/2018
Glazier	\$ 54.75	+ additional
*Scaffolding	55.75	\$ 1.25
**Repair & Maintenance	\$ 28.16	

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

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

**SUPPLEMENTAL BENEFITS**

**Per hour:**

Journeyworker	\$ 32.39
Repair & Maintenance	18.64

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

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

Supplemental Benefits:

(Per hour)

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

8-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**08/01/2018**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

Insulators  
 Heat & Frost \$ 67.11 Additional \$1.25  
 to be allocated

**SUPPLEMENTAL BENEFITS**

Per Hour:

Insulators \$ 33.56  
 Heat & Frost

**OVERTIME PAY**

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

\* 8th Hour paid at time and one half

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages:

1 year terms Per Hour:

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

Supplemental Benefits:

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

4-12

**Ironworker**

**08/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:	07/01/2018	07/01/2019
Reinforcing & Metal Lathing	\$ 56.28	\$ 2.00/Hr. to be Allocated

**SUPPLEMENTAL BENEFITS**

Per hour:

Reinforcing & Metal Lathing	\$ 35.30
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 30.38	\$ 34.38	\$ 37.38	\$ 39.38

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 13.34	\$ 15.34	\$ 19.30	\$ 20.30

4-46Reinf

**Ironworker**

**08/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Ironworker Rigger \$ 62.84

Ironworker Stone Derrickman \$ 62.84

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 39.79

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (18) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wage per hour:

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

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

Supplemental benefits:

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

**Ironworker**

**08/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2018	01/01/2019
Ornamental	\$44.65	\$1.25/hr.
Chain Link Fence	44.65	to be Allocated
Guide Rail	44.65	

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker:	\$ 54.05

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

1st Term	\$ 41.37
2nd Term	42.67
3rd Term	43.91
4th Term	46.44
5th Term	48.98

4-580-Or

**Ironworker**

**08/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

**SUPPLEMENTAL BENEFITS**

PER HOUR:	
Journeyman	\$ 73.93

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 26.44
2nd	27.04
3rd - 6th	27.65

Supplemental Benefits  
 PER HOUR:

All Terms 52.68

4-40/361-Str

**Laborer - Building** **08/01/2018**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

WAGES

Per Hour: 07/01/2018

Building Laborer \$ 39.40

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer \$ 29.56  
 Asbestos Abatement Worker 16.45

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Regular Hours Work Terms

Term #1 1 hr to 1000hrs

Term #2 1001hrs to 2000hrs

Term #3 2001hrs to 3000hrs

Term #4 3001hrs to 4000hrs

Wages per hour:

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

Benifits per hour

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

4-66

**Laborer - Heavy&Highway** **08/01/2018**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

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

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

WAGES PER HOUR:

	07/01/2018	06/01/2019
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GROUP # 1

Total Wage Paid	\$ 51.43	Additional
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"Base Wage"	44.68	\$ 2.45
GROUP # 2		
Total Wage Paid	\$ 50.11	Additional
"Base Wage"	43.36	\$ 2.45
GROUP # 3		
Total Wage Paid	\$ 46.10	Additional
"Base Wage"	39.35	\$ 2.29

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

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 ALL GROUPS \$ 29.87

After Forty (40)paid hours in a work week  
 OVERTIME PAY \$ 18.74

**OVERTIME PAY**

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY

Example Group# 3: \$39.35 X Time and One Half = \$59.02 + \$6.75 = \$65.77

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

Hazardous Material Work add an Additional 10% of base wage

**HOLIDAY**

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hour(s) Terms at the following Percentage of the "Base Wage" except  
 4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	\$ 29.87
After Forty(40) paid hours in a work Week	\$ 18.74

4-1298

**Mason**

**08/01/2018**

**JOB DESCRIPTION** Mason

**DISTRICT** 4

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Brick/Blocklayer \$ 61.12

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer \$ 27.30

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

All Apprentices \$ 16.90

4-1Brk

**Mason - Building** **08/01/2018**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

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

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

Tile Finisher \$ 43.36

**SUPPLEMENTAL BENEFITS**  
 Per Hour: \$ 28.99

**OVERTIME PAY**  
 See (B, E, Q, \*V) on OVERTIME PAGE  
 Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

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

9-7/88A-tf

**Mason - Building** **08/01/2018**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

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

**WAGES**  
 Building: 07/01/2018

Wages per hour:  
 Mosaic & Terrazzo Mechanic \$ 52.46  
 Mosaic & Terrazzo Finisher \$ 50.86

**SUPPLEMENTAL BENEFITS**  
 Per hour:  
 Mosaic & Terrazzo Mechanic \$ 34.06  
 Mosaic & Terrazzo Finisher \$ 34.04

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

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

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

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

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2018	\$ 26.23	\$ 28.85	\$ 31.48	\$ 34.10	\$ 36.72	\$ 39.35	\$ 44.59	\$ 49.84

Supplemental benefits per hour:

07/01/2018	\$ 17.05	\$ 18.74	\$ 20.43	\$ 22.15	\$ 23.85	\$ 25.55	\$ 28.96	\$ 32.37
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**Mason - Building** **08/01/2018**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

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

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

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc \$ 40.99

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 26.59

**OVERTIME PAY**

See (B, \*E, Q, V) on OVERTIME PAGE  
 \*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES per hour:

2701 hour term at the following wage:

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

Supplemental Benefits Per Hour:

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

**Mason - Building** **08/01/2018**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

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

**WAGES**  
 Wages: 07/01/2018

Marble Cutters & Setters \$ 58.63

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 36.12

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage Per Hour:

7500 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2018 \$23.34	\$26.29	\$29.22	\$32.16	\$35.11	\$38.05	\$40.98	\$43.93	\$49.82	\$55.68

Supplemental Benefits per hour:

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

**Mason - Building** **08/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Marble, Stone, etc.  
 Maintenance Finishers: \$ 22.77

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.  
 Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Marble, Stone, etc  
 Maintenance Finishers: \$ 13.24

**OVERTIME PAY**

See (B, \*E, Q, V) on OVERTIME PAGE  
 \*Double hourly rate after 8 hours on Saturday

**HOLIDAY**

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**

WAGES per hour:  
 (750 hour)terms at the following percentage of journeyman"s wage rate:  
 07/01/2018

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

Supplemental Benefits:

Per hour:	
1st term	\$ 13.14
2nd term	\$ 13.15
3rd term	\$ 13.17

4th term	\$ 13.18
5th term	\$ 13.20
6th term	\$ 13.20
7th term	\$ 13.24

9-7/24M-MF

**Mason - Building**

**08/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Tile Setters \$ 56.13

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 33.29

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage per hour:

Tile Setters:  
 (750 hour) term at the following wage rate:

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

Supplemental Benefits per hour:

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

9-7/52A

**Mason - Building / Heavy&Highway**

**08/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per Hour: 07/01/2018

Stone Setter \$ 64.42

Stone Tender \$ 44.89

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (\*18) on HOLIDAY PAGE

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

Paid: \*Must work first 1/2.

**REGISTERED APPRENTICES**

Per Hour:

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

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

Supplemental Benefits:

All Apprentices \$ 20.44

4-1Stn

**Mason - Building / Heavy&Highway**

**08/01/2018**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Marble-Finisher \$ 46.76

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
per hour

Marble- Finisher \$ 33.93

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

9-7/20-MF

**Mason - Building / Heavy&Highway**

**08/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Cement Mason \$ 51.97

**SUPPLEMENTAL BENEFITS**

Per Hour:

Cement Mason \$ 33.71

Overtime Rate\* \$ 54.42

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

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

Supplement Benefits per hour paid:

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

4-780

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**Mason - Heavy&Highway** **08/01/2018**

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**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Pointer, Caulkers & Cleaners \$ 53.67

**SUPPLEMENTAL BENEFITS**

Per Hour:

Pointer, Cleaners & Caulkers \$ 27.14

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

	1st	2nd	3rd	4th
	\$ 26.36	\$ 29.42	\$ 34.80	\$ 41.93

Apprentices Supplemental Benefits:  
 (per hour paid)

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

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**Operating Engineer - Building** **08/01/2018**

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**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

BUILDING CATEGORIES:

CLASS " AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

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

**CLASS "B":**

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

07/01/2018

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

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

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

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

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

Class "E" \$ 41.03

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes \$ 37.80  
Overtime Rate 32.35

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

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

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

**Operating Engineer - Building / Heavy&Highway** **08/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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

Well Driller \$ 36.07 \$ 37.33

Well Driller Helper \$ 31.39 \$ 32.49

Hazardous Waste Differential  
 Added to Hourly Wage:

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

Monitoring Well Work  
 Add to Hourly Wage:

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

**SUPPLEMENTAL BENEFITS**

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

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

Additional \$ 4.00 for Premium Time

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Apprentices at 12 Month Terms

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

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

**SUPPLEMENTAL BENIFITS**

Per Hour:

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

**BENEFITS AT PREMIUM TIME**

Per Hour:

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

4-138well

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**Operating Engineer - Heavy&Highway** **08/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Party Chief - One who directs a survey party  
Instrument Man - One who runs the instrument and assists Party Chief  
Rodman - One who holds the rod and in general, assists the survey party  
Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2018  
Heavy Highway/Building

Party Chief \$ 67.76  
Instrument Man 51.66  
Rodman 44.30

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Highway/Building \$ 34.23

Premium\*:  
Heavy Highway/Building \$ 43.40

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

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

4-15D-N/S co.

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**Operating Engineer - Heavy&Highway** **08/01/2018**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

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

CLASS "A":

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

CLASS "B":

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

07/01/2018

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

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

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

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

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

Class "E" \$ 42.92

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL CLASSES \$ 38.05

Note: OVERTIME AMOUNT \$ 32.35

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term \$ 21.94  
 2nd Term 22.80

3rd Term 23.48

**SUPPLEMENTAL BENEFITS:**

APPRENTICES \$ 15.64  
 Note: Overtime Amount \$ 5.60

4-138

**Operating Engineer - Marine Dredging**

**08/01/2018**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per Hour:

DREDGING OPERATIONS 07/01/2018  
 CLASS A  
 Operator, Leverman, \$ 38.18  
 Lead Dredgeman

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

CLASS B \$ 33.02  
 Barge Operator  
 Spider/Spill  
 Tug Operator(over1000hp),  
 OperatorII, Fill Placer,  
 Derrick Operator, Engineer,  
 Chief Mate, Electrician,  
 Chief Welder,  
 Maintenance Engineer

Certified Welder, \$ 31.09  
 Boat Operator(licensed)

CLASS C \$ 30.24  
 Drag Barge Operator,  
 Steward, Mate,  
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 29.26

CLASS D \$ 24.30  
 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 07/01/2018  
 \$11.23 plus 8%  
 of straight time  
 wage, Overtime hours  
 add \$ 0.63

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

All Class D \$10.63 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.33

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarDredge

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

**08/01/2018**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

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

Per hour: 07/01/2018  
Survey Classifications

Party Chief \$ 43.10  
Instrument Man 36.01  
Rodman 31.54

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 18.50

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

9-15dconsult

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**Operating Engineer - Trenchless Pipe Rehab**

**08/01/2018**

**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: 07/01/2018  
(SEE)

Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(classes C&D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

**OVERTIME PAY**

**HOLIDAY**

4-138TrchPReh

**Painter**

**08/01/2018**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Brush \$ 46.85\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 46.85\*

Spray & Scaffold \$ 49.85\*

Fire Escape 49.85\*

Decorator 49.85\*

Paperhanger/Wall Coverer 50.03\*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2018

Paperhanger \$ 28.19

All others 26.72

Premium 29.22\*\*

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

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

Per hour: 07/01/2018

Appr 1st term... \$ 17.85\*

Appr 2nd term... 23.26\*

Appr 3rd term... 28.14\*

Appr 4th term... 37.52\*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2018

Appr 1st term... \$ 13.81

Appr 2nd term... 16.82

Appr 3rd term... 19.42

Appr 4th term... 24.56

8-NYDC9-B/S

**Painter** **08/01/2018**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

**WAGES**

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

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

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

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages - Per Hour: 07/01/2018

1500 hour terms at the following wage rate:

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

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

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

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel** **08/01/2018**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:  
 STEEL:  
 Bridge Painting: 07/01/2018 10/01/2018  
 \$ 49.50 \$ 49.50  
 + 6.38\* + 6.38\*

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:		
Journeyworker:	07/01/2018	10/01/2018
	\$ 8.25	\$ 9.50
	+ 24.35*	+ 26.05*

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

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage - Per hour:

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

Supplemental Benefits - Per hour:

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

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**08/01/2018**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2018
Journeyworker:	

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

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

07/01/2018

1st term \$ 11.97  
 2nd term 17.96  
 3rd term 23.94

Supplemental Benefits per hour:

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

8-1456-LS

**Painter - Metal Polisher**

**08/01/2018**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

07/01/2018

Metal Polisher \$ 30.58  
 Metal Polisher\* 31.53  
 Metal Polisher\*\* 34.08

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

Journeyworker:  
 All classification \$ 7.72

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

07/01/2018 01/01/2019

1st year	\$ 13.00	\$ 15.00
2nd year	13.00	15.00
3rd year	15.75	15.75
1st year*	\$ 15.39	\$ 17.39
2nd year*	15.44	17.44
3rd year*	16.29	18.29
1st year**	\$ 17.50	19.50
2nd year**	17.50	19.50
3rd year**	18.25	20.25

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

Supplemental benefits:  
 Per hour:

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

8-8A/28A-MP

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**Plasterer** **08/01/2018**

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**JOB DESCRIPTION** Plasterer **DISTRICT 9**

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

**WAGES**

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

**SUPPLEMENTAL BENEFITS**

Per hour: Journeyworker	\$ 26.27	\$ 26.52
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages: (per hour) 800 hours term:	07/01/2018	08/1/2018
1st term	\$18.33	\$18.33
2nd term	\$20.62	\$20.62
3rd term	\$25.21	\$25.21
4th term	\$27.50	\$27.50
5th term	\$32.08	\$32.08
6th term	\$34.37	\$34.37

Supplemental Benefits:

(per hour): (800) hours term:	07/01/2018	08/01/2018
1st term	\$ 13.83	\$ 13.88
2nd term	\$ 14.31	\$ 14.36
3rd term	\$ 16.28	\$ 16.44
4th term	\$ 17.36	\$ 17.53
5th term	\$ 19.53	\$ 19.72
6th term	\$ 20.61	\$ 20.81

9-262

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**Plumber** **08/01/2018**

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**JOB DESCRIPTION** Plumber **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2018
Plumber/ PUMP & TANK	\$ 44.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 26.98

**OVERTIME PAY**

See (B, Q, \*V) on OVERTIME PAGE  
 (V) For Sundays & Holidays if Worked Only

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the Following  
 Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%
6th Term	85%

Supplemental Benefits Per Hour:

1st Term	\$15.06
2nd Term	\$15.70
3rd Term	\$16.52
4th Term	\$17.40
5th Term	\$20.13

4-200 Pump & Tank

**Plumber**

**08/01/2018**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018 11/01/2018 05/01/2019

Plumber \$ 52.48 \$ 52.48 \$52.48

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 41.48 \$ 41.98 \$ 42.98

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following percentage of Plumbers Rate:

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

Supplemental Benefits per hour:

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

4-200

**Plumber** **08/01/2018**

**JOB DESCRIPTION** Plumber **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2018

Plumber  
 MAINTENANCE ONLY \$ 30.80

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

**SUPPLEMENTAL BENEFITS**

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber  
 Maintenance \$ 15.65

**OVERTIME PAY**

See (B, J) on OVERTIME PAGE

**HOLIDAY**

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

4-200 Maintance

**Roofer** **08/01/2018**

**JOB DESCRIPTION** Roofer **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

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

ROOFER/Waterproofeer

Total Wage \$ 45.00 \$1.50 Per Hour  
 to be Paid  to be allocated

"Base" Wage 41.00\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofeer \$ 32.12

**OVERTIME PAY**

Per Hour:

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

NOTE:\*\* Overtime Pay to be calculated on "BASE" Wage then add \$4.00.  
 (Example: \$41.00 x time and one half = \$61.50 + \$4.00 = \$65.50)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

07/01/2018

1st Term \$ 9.08  
 2nd Term 11.22

3rd Term	22.69
4th Term	25.85

4-154

**Sheetmetal Worker** **08/01/2018**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2018	08/01/2018
Sign Erector	\$ 47.67	Additional \$1.95/hr.

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

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2018	08/01/2018
Sign Erector	\$ 44.44	Additional \$1.64/hr

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Per Hour:  
 6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

**SUPPLEMENTAL BENEFITS**

Per Hour:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	\$13.11	\$14.85	\$16.59	\$18.34	\$25.56	\$27.80	\$30.76	\$33.07	\$35.36	\$37.65

4-137-SE

**Sheetmetal Worker** **08/01/2018**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2018
Sheetmetal Worker	\$ 53.22
Temporary Operation or Maintenance of Fans	42.58

**SUPPLEMENTAL BENEFITS**

Per Hour:	
Sheetmetal Worker	\$ 45.04
Maintenance Worker	45.04

**OVERTIME PAY**

See (B, E, E2, Q, V) on OVERTIME PAGE  
 For Maintenance See Codes B,E, Q & V

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 18.67
3rd & 4th Term	23.98
5th & 6th Term	29.29
7th Term	37.28
8th Term	39.83
9th Term	42.59

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 16.49
3rd & 4th Term	22.75
5th & 6th Term	26.79
7th Term	32.84
8th Term	34.88
9th Term	36.84

4-28

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**Steamfitter** **08/01/2018**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

AC Service/Heat Service \$ 41.50  
 Steamfitter Maintenance

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

**SUPPLEMENTAL BENEFITS**

Per Hour

AC Service/Heat Service \$ 13.50  
 Steamfitter Maintenance

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

4-638B-StmFtrRef

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**Steamfitter** **08/01/2018**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

Temporary \$48.70  
 Heat & AC  
 Fitter

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sprinkler/Steam \$ 49.18  
Fitter

Temporary \$ 40.23  
Heat & AC  
Fitter

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

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1 year Terms at the Following:

WAGES per hour:

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

SUPPLEMENTAL BENEFIT per hour:

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

4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

**08/01/2018**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

Asphalt Delivery 07/01/2018  
\$ 37.545

Light Construction Work:

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

TRUCK DRIVER

Asphalt Delivery 07/01/2018  
\$ 32.16

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work  
TRUCK DRIVER

Asphalt Delivery 07/01/2018  
\$ 46.6825

Light Construction Work  
TRUCK DRIVER

Asphalt Delivery 07/01/2018  
\$ 13.05

**OVERTIME PAY**

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

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

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**Teamster - Building**

**08/01/2018**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris)

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications

07/01/2018  
\$ 33.20

**OVERTIME PAY**

See (B, E, S1) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

4-282

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**Teamster - Delivery of Concrete**

**08/01/2018**

**JOB DESCRIPTION** Teamster - Delivery of Concrete

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

Concrete Delivery 07/01/2018  
\$ 39.775

**Light Construction Work:**

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

**TRUCK DRIVER**

	07/01/2018
Concrete Delivery	\$ 35.705

**SUPPLEMENTAL BENEFITS**

Per Hour:

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

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

**OVERTIME PAY**

NOTE: Heavy Construction:B2,I  
 Light Construction:B,E,P

**HOLIDAY**

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

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

4-282ns

**Teamster - Heavy&Highway**

**08/01/2018**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

**Heavy Construction Work:**

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

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

**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.

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work Chauffeurs	07/01/2018
	\$ 46.0725

Light Construction Work Chauffeurs	07/01/2018
	\$ 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**

**08/01/2018**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2018

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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





**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.

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

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

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



**NYSDOL Bureau of Public Work Debarment List 08/07/2018**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
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		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	****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	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
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 IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
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
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		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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

**NYS DOL Bureau of Public Work Debarment List 08/07/2018**

**Article 8**

DOL	NYC	****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
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		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE 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	****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW 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	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
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	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022

**NYS DOL Bureau of Public Work Debarment List 08/07/2018**

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DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
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		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
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		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	****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		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
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
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL 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	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
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 55 POUGHQUAG 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		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018

**NYS DOL Bureau of Public Work Debarment List 08/07/2018**

**Article 8**

DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
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 CONSTRUCTION	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 CONTRACTORS	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		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
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
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	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021

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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 AVENUE BROOKLYN 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	****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		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 BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
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	****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 FL NEW YORK NY 10038	03/12/2014	03/12/2019
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 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
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 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
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	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021

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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	****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	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	AG		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
DOL	DOL	****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH 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	****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATT A BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS 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 20 PITTSFORD 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 HIGHWAY ROCKVILLE 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		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 799 HILTON NY 14468	02/19/2016	02/19/2021
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 ROAD TOMKINS 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	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAY A WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN F. CADWALLADER		200 LATT A BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023

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DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
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
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
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 PLACEYONKERS 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	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
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	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	****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	AG	****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022

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DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
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	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
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	MACKAY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
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	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
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	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

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DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
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
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
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	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	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
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	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	NYC	****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	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	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS 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	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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 CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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 BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
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

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DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
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	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
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	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL	****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	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
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	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
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		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
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		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION 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
DOL	DOL	****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022

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DOL	DOL	****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
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	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
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 NWLANTA 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	****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		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	****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	****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
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	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
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH 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	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023

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DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
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	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	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

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**Article 9**

<b>AGENCY</b>	<b>Fiscal Officer</b>	<b>FEIN</b>	<b>EMPLOYER NAME</b>	<b>EMPLOYER DBA NAME</b>	<b>ADDRESS</b>	<b>DEBARMENT START DATE</b>	<b>DEBARMENT END DATE</b>
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020

## PART 1 - GENERAL

## 1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is to install approximately 1,560 LF of new 10" and 8" water main, including appurtenances and fire hydrants, along East Main Street and Mcdermott Avenue in Riverhead, NY. to provide water service and fire protection to the proposed apartment building located at 221 East Main Street.
- B. All work shown and specified in the Contract Documents shall be the work of this Construction Contract. The Owner does not anticipate awarding other prime contracts for the project as shown.
- C. This Section provides an abbreviated summary of the work for the Construction Contract associated with the Owner's program to construct the project.

## 1.02 NOMENCLATURE

- A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.

## 1.03 ABBREVIATED SUMMARY OF CONTRACT G WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/Engineer, the work of their contract with the work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
  - 1. Project closeout submittals.

## 1.04 PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but are not limited to, the following:
  - 1. Guidelines and requirements of the New York State Department of Environmental Conservation (NYSDEC).
  - 2. Guidelines and requirements of the local Health Department.
  - 3. Local laws and ordinances of the Riverhead Water District and the Town of Riverhead.

## 1.05 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
  - 1. Debris removal and daily and final cleaning up.
  - 2. Coordination with the Owner and other contractors who have been awarded work by the Owner.

3. Coordination with utility companies necessary to schedule connection of services, and management of the installation.
4. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
5. Product and equipment storage and handling requirements.
6. Site safety in accordance with all applicable federal, state, and local regulations.
7. To not hinder the Owner's ability to deliver a safe and potable water supply.

#### 1.06 OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.

#### 1.07 EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner regarding various pipelines, structures, and utilities that exist at the location of the project both below and at grade.
- B. The Owner and the Engineer expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Engineer of the obstructions' existence.
- D. The Engineer will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in the Contract for "Extra Work".

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.
- E. Contract requirements related to maintaining Owner's current operations and excess inspection required.

## 1.02 SITE ACCESS AND CONTROL

- A. The Contractor shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, the Contractor shall use an entrance designated by the Owner's Construction Representative.
  - 1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
  - 2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period in time. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- C. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the site. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- D. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor not satisfactorily control the transmission of any dirt to the roadway.
- E. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- F. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- G. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

## 1.03 CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.

- B. The Contractor shall use and manage the premises and the associated construction activities as follows:
1. To not hinder the Owner's ability to operate their facilities.
  2. To allow other Prime Contractors to install their work and complete their contractual obligations in the time period specified.
  3. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
  4. 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.
  5. To allow utility companies to install their work.
  6. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
  7. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- D. The Contractor shall provide temporary handrails, as required, for their work or for work put in place by their Contract that will require temporary handrails. Construction of temporary handrails shall be as specified in Section 015000.
- E. The Contractor shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- F. The Contractor shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- G. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.
- H. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- I. The Contractor is responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and The Contractor being back charged for the cleaning cost plus construction administration fees.
- J. Do not discard or dispose of any waste on-site.
- K. Open fires will not be permitted on the site.

- L. Install erosion control measures as indicated in the Contract. The Contractor shall confine stormwater runoff to the site.

#### 1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. Contractor must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No materials storage will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and paint materials shall be outside the existing or new structures and shall follow manufacturer's storage/handling guidelines.
- F. Contractor shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- G. 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.
- H. 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.
- I. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

#### 1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

- A. The Contractor will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday - Friday 8:00 am - 4:00 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Employees shall not converse with local residents or Owner's employees.

E. Any employee found under the influence of any drug or alcohol will be banned from the site.

1.06 CONTRACT REQUIREMENTS RELATED TO MAINTAINING OWNER'S CURRENT OPERATIONS AND EXCESS INSPECTION REQUIRED

A. The Contractor shall schedule working days and hours as specified. The Contractor shall pay all excess costs for inspection services provided by the Owner/Engineer for working beyond the times specified.

B. The hourly rate paid for inspection services beyond normal working hours shall be at a maximum billing rate of \$180 per hour, which shall be used to compute the overtime hourly charge.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. This Section specifies the requirements for measurements and records made for payment purposes and describes the item(s) under which payment(s) will be made for the Work performed under this Contract.
- B. All work shown or specified in the Contract Documents shall be performed.
- C. Items not specified to be measured or paid for (for which no specific pay item exists in the Price Schedule) shall be included in an appropriate unit price item or in a lump-sum item.
- D. Comply with the requirements pertaining to the restoration of all surfaces, which may or may not be paid for under a separate unit price item, and which shall be restored to a condition equal to or better than that existed prior to work starting under this contract.

## 1.02 MEASUREMENT REQUIREMENTS

- A. All required measurements shall be made by the Contractor with the Engineer.
- B. Any measurements not witnessed by Engineer and which cannot be verified or substantiated by Engineer will not be approved and payment under the item(s) requiring such measurements will not be made.
- C. Coordinate measurements monthly, for the preparation of periodic pay estimates.
- D. Where payments will be made for removing rock and existing materials, notify Engineer so that he may witness the measurements.
  - 1. All materials removed without conforming to the above procedures, which Engineer cannot verify or substantiate, will not be paid for.
  - 2. Maintain complete, neat, clean, and legible field notes for all measured items.
  - 3. The Engineer's signature shall not be constituted as an acceptance of the work, or the measurements made, but shall mean that he was present when the measurements were made.
  - 4. Submit to the Engineer at time of payment request all applicable tickets from recycled/dump center.

## 1.03 SUBMITTALS

- A. See Section 013300.
- B. Field notes of all measurements for payment purposes delivered to Engineer daily.

## 1.04 SCHEDULING

- A. Notify Engineer, as far in advance as possible, of the recording of measurements so that Engineer may observe existing conditions, work being performed, and measurements being made.
- B. Allow for and afford Engineer ample time, space, and equipment to observe measurements and to verify measurements and elevations.

## PART 2 - PRODUCTS

## 2.01 GENERAL

- A. Provide all labor, materials, facilities, levels, measuring devices and all other equipment and items necessary to properly and accurately perform all measurements for payment purposes.
- B. Payment for certain items not specifically listed in the bid forms but otherwise required by the technical specifications shall be deemed included as part of the General Conditions and the individual unit price and lump sum bid items provided for in the proposal.

## PART 3 - EXECUTION

## 3.01 GENERAL

- A. The following summary lists pay items which are commonly used for projects involving the installation of water mains and appurtenances and may or may not apply to this project. Required pay items are as listed within the proposal documents and no payment will be made under any item that is not included within the proposal pages unless specifically approved by the District and Engineer in the form of a Change Order.

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION AND MEASUREMENTS</b>
1A	4" & 6" Cement-Lined Ductile Iron Water Main - Measure the actual horizontally projected length of 4" & 6" pipe installed as indicated on the Contract Drawings and Specifications. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves
1B	8" Cement-Lined Ductile Iron Water Main - Measure the actual horizontally projected length of 8" pipe installed as indicated on the Contract Drawings and Specifications. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves.
1BP	8" PVC Water Main - Measure the actual horizontally projected length of 10" pipe installed as indicated on the Contract Drawings and Specifications. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves.
1C	10" Cement-Lined Ductile Iron Water Main - Measure the actual horizontally projected length of 10" pipe installed as indicated on the Contract Drawings and Specifications. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves.
1D	12" Cement-Lined Ductile Iron Water Main - Measure the actual horizontally projected length of 12" pipe installed as indicated on the Contract Drawings and Specifications. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves.
1E	16" Cement-Lined Ductile Iron Water Main - Measure the actual horizontally projected length of 16" pipe installed as indicated on the Contract Drawings and Specifications. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves.
2	Cement-Lined Ductile Iron Fittings (Special Castings) - Record the actual size and number of tees, crosses, bends, sleeves, plugs, caps, reducers and offsets fittings installed. Payment shall be based on the actual weight of the fitting used whether it be compact (C153) or Full-Bodied (C110).
3A	6" Buried Mechanical Joint Gate Valve w/ Box - Count the actual number of 6" gate valves with boxes installed.

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION AND MEASUREMENTS</b>
3B	8" Buried Mechanical Joint Gate Valve w/ Box - Count the actual number of 8" gate valves with boxes installed
3C	10" Buried Mechanical Joint Gate Valve w/ Box - Count the actual number of 10" gate valves with boxes installed.
3D	12" Buried Mechanical Joint Gate Valve w/ Box - Count the actual number of 12" gate valves with boxes installed.
4A	Install New Fire Hydrant Assemblies - Count the actual number of hydrant assemblies installed.
4B	Relocate Existing Fire Hydrant Assemblies - Count the actual number of hydrant assemblies relocated.
4C	Install Hydrant Protector Post - Count the actual number of hydrant protector posts installed.
4D	Remove Existing Fire Hydrant Assemblies - Count the actual number of hydrant assemblies removed.
5	Chlorination of Mains - Measure the actual horizontally projected length of new water main installed. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves.
6	Additional Excavation - Measure the length, width and depth of excavation where additional material is removed. Dump tickets will be required.
6U	Removal of Unsuitable Material - Measure the length, width and depth of excavation where unsuitable material is encountered and removed. Limits of material removed shall be as directed by Engineer. Dump tickets will be required.
7	Blow-Off Assemblies - Count the actual number of blow-off assemblies installed.
8A	Connection to Existing 4" or 6" Water Main - Count the number of connections to existing 4" or 6" water mains made.
8B	Connection to Existing 8" Water Main - Count the number of connections to existing 8" water mains made.
8C	Connection to Existing 10" Water Main - Count the number of connections to existing 10" water mains made.
8D	Connection to Existing 12" Water Main - Count the number of connections to existing 12" water mains made.
8E	Connection to Existing 16" Water Main - Count the number of connections to existing 16" water mains made.
9	Trench Compaction - Measure the actual horizontally projected length of new water main installed excluding areas of jacking, pushing, tunneling or drilling. Measurement shall be made along the centerline of the pipe with no deductions made for fittings or valves.
9B	Trench Stabilization - Measure the length of trench requiring stabilization. Measurement shall be made along the centerline of the trench.
9CB	Furnish & Install Cementitious Backfill - Measure the length, width and depth of excavations requiring the placement of cementitious backfill. Delivery tickets will be required.
9CF	Furnish & Install Clean Fill - Measure the length, width and depth of excavations requiring the placement of clean-fill. Delivery tickets will be required
10A	Bituminous Concrete Pavement (Town & Village Roadways) - Measure the square yards of bituminous pavement placed.
10M	Bituminous Concrete Pavement (Milling and Resurfacing) - Measure the square yards of bituminous pavement milled and placed.

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION AND MEASUREMENTS</b>
11A	Composite Pavement (State Roadways) - Measure the square yards of composite or concrete pavement placed
11B	Bituminous Concrete Pavement (State Travel Lanes) - Measure the square yards of bituminous pavement placed within the travel lanes of New York State roadways
11C	Bituminous Concrete Pavement (State Shoulder Areas) - Measure the square yards of bituminous pavement placed within the shoulder areas of New York State roadways.
12	Bituminous Concrete Pavement (County Roadways) - Measure the square yards of bituminous pavement placed.
13	Jacking of Steel Casing - Lump Sum - No measurement required.
13DD	Directional Drilling of PE Piping - Lump Sum - No measurement required.
14	Topsoil, Seeding & Sod - Measure the linear footage of areas disturbed during pipe installation and restored with topsoil and seed/sod.
15	Cement Concrete Traffic Island - Measure the square footage of cement concrete panel constructed.
15A	Cement Concrete Sidewalk - Measure the square footage of cement concrete sidewalk constructed.
15B	Cement Concrete Driveway Aprons - Measure the square footage of cement concrete driveway aprons constructed.
15C	Cement Concrete Curb - Measure the linear footage of cement concrete curb constructed.
22	Furnish & Install Polyethylene Pipe Wrap - Measure the linear feet of water main installed with a polyethylene pipe wrap.
23	Rock & Masonry Excavation - Measure the cubic yards of material removed. Dump tickets will be required.
26A	Moving Fee - Lump Sum - No measurement required.
29	Temporary Bituminous Pavement - Measure the linear footage of temporary bituminous pavement installed.
30S	1" Copper Water Service Lines - Count the number of 1" copper water services installed, short side.
30L	1" Copper Water Service Lines - Count the number of 1" copper water services installed, long side.
30B	1-1/2" Copper Water Service Lines - Count the number of 1-1/2" copper water services installed.
30C	2" Copper Water Service Lines - Count the number of 2" copper water services installed.

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION AND MEASUREMENTS</b>
30R	Reconnection of Existing Copper Water Service Lines - Count the number of copper water services reconnected to new mains.
30X	Abandonment of existing water service line - Count the number of service lines abandoned.
35	Maintenance & Protection of Traffic- Lump Sum - No measurement required.
38A	16" Buried Mechanical Joint Butterfly Valve w/ Box - Count the actual number of 16" butterfly valves with boxes installed.
38B	20" Buried Mechanical Joint Butterfly Valve w/ Box - Count the actual number of 16" butterfly valves with boxes installed.
422L	Traffic Detector Loops- Lump Sum - No measurement required.

## PART 4 - PAYMENTS

## 4.01 GENERAL REQUIREMENTS AND STIPULATIONS

- A. No separate payments will be made for the Work under this Contract except for the pay items stipulated in this Part 4.
- B. All costs in connection with the Work shall be included in one or more of the pay items, as appropriated, or as stipulated in a change order.
- C. Each pay item shall be full compensation for all costs in connection with the item including, but not limited to:
1. the furnishing of all materials, labor, equipment, tools, and all incidentals,
  2. the installation of all materials, equipment, facilities, accessories and appurtenant items,
  3. proper share of overhead and profit,
  4. mobilization/demobilization,
  5. submittals,
  6. General and Supplemental Conditions,
  7. all temporary facilities and controls
  8. restoration of surfaces not scheduled to be paid for by bid items
  9. all related and incidental work and items necessary or required to complete the Work and to provide completely connected, operational and approved systems capable of performing as required.
- D. In addition to those items described above, Paragraph 4.02 lists specific items of work under each pay item to assist Contractor in appropriating the costs to the proper pay item.

## 4.02 PAY ITEMS

- A. The name of the following pay item is the abbreviated form of the Bid Item as contained on the Price Schedule in the Bid Forms. The name, as shown below or on the Bid Form, shall not be construed to represent a complete description of all or the Work included under such time as is provided only as a means of identification and for ease of conversation.

ITEM NO.	PAYMENT
1	4" - 16" Cement-Lined Ductile Iron or PVC Water Main - Payment shall be made at the unit price bid per linear foot of water main installed completed and accepted. Include costs for pipe, pipe materials, restraint materials, gaskets, bronze wedges, pipe installation, excavation and backfill, pipe leakage testing, sheeting and bracing and as indicated on plans and in specifications and all work incidental thereto and necessary therefore.
2	Cement-Lined Ductile Iron Fittings (Special Castings) - Payment shall be made at the unit price bid per pound of special castings installed, blocked and accepted complete. Include costs for transporting, setting, leveling and all labor, materials, tools and equipment and all else necessary therefore and incidental thereto. Payment weights shall be as listed on the appropriate submittals or as listed in the manufacturer's catalog. Payment will not be made for temporary caps or plugs

ITEM NO.	PAYMENT
3	6" - 12" Buried Mechanical Joint Gate Valve w/ Box - Payment shall be made at the unit price for each gate valve and box installed and accepted. Include costs for all labor, equipment, materials, excavation and backfill and all work incidental thereto and necessary therefore.
4	Hydrant Assemblies - Payment shall be made at the unit price for each hydrant installed, removed or relocated and accepted. Include costs for all labor, equipment, materials including blocking, steel tie rods and gravel, excavation and backfill and all work incidental thereto and necessary therefore.
5	Chlorination of Mains - Payment shall be made at the unit price for each linear foot of new piping installed. Include costs for all labor, equipment, materials, testing, sampling and all work incidental thereto and necessary therefore.
6	Additional Excavation/Removal of Unsuitable Materials - Payment will be made for the actual amount of cubic yards of excess fill or unsuitable materials removed. Under this contract new mains shall be installed to provide depth of cover between 4'-6" and 5'-0" for the entire contract and, if ordered by the Engineer, a cover up to 6'-6" for short intervals not exceeding 40 feet in length at each location where additional depth is required to pass under drainage, utilities, etc. When the length exceeds 40 feet at each location where additional depth is required to pass under drainage, utilities, etc., the first 20 feet on each end of the run with additional depth shall be excluded from payment under Item 6.
7	Permanent Blow-off Assemblies - Payment shall be made at the unit price for each blow-off assembly installed and accepted. Include costs for all labor, equipment, materials including blocking, gravel, excavation and backfill and all work incidental thereto and necessary therefore.
8	Connection to Existing Water Mains - Payment will be made for the actual number of cut-ins to existing water mains made. Payment shall include the cost of spool piping used at the connection, on the run of existing water main. Payment will not be made where a plug or cap is removed to facilitate connection.
9	Trench Compaction - Payment will be made for the actual linear footage of new water mains installed, excluding areas of pipe jacking, drilling or other means of trenchless construction are utilized.
9B	Trench Stabilization - Payment will be made for the actual linear footage of trench that required stabilization, as deemed necessary by the Engineer and/or District.
9CB	Furnish & Install Clean Fill - Payment will be made for the actual cubic yards of cementitious backfill delivered and installed.
9CF	Furnish & Install Clean Fill - Payment will be made for the actual cubic yards of clean fill delivered and installed.
10	Bituminous Concrete Pavement (Town & Village Roadways) - Payment will be made for the actual number of square yards of new asphalt pavement placed in order to restore Town roadways. Includes costs for saw cutting, hauling, dumping, placing, grading and leveling, compacting, sealing and all material, tools and labor necessary therefore and incidental thereto.
11	New York State Pavement Restoration - Payment will be made for the actual number of square yards of new pavement placed in order to restore State roadways (composite, travel lane or shoulder area). Includes costs for saw cutting, hauling, dumping, placing, grading and leveling, compacting, sealing and all material, tools and labor necessary therefore and incidental thereto

ITEM NO.	PAYMENT
12	Bituminous Concrete Pavement (County Roadways) - Payment will be made for the actual number of square yards of new asphalt pavement placed in order to restore County roadways. Includes costs for saw cutting, hauling, dumping, placing, grading and leveling, compacting, sealing and all material, tools and labor necessary therefore and incidental thereto.
13	Jacking of Steel Casing - Payment shall be made at the lump sum price bid for jacking of specified steel casing and shall include costs of labor, equipment and material, construction and dismantling of launching and receiving pits, test holes, traffic control, and all related, incidental and appurtenant work.
13DD	Directional Drilling of PE Pipe - Payment shall be made at the lump sum price bid for the directional drilling of specified polyethylene pipe and shall include costs of labor, equipment and material, construction and dismantling of launching and receiving pits, test holes, traffic control, and all related, incidental and appurtenant work
14	Topsoil, Seeding & Sod - Payment shall be made at the unit price per linear foot of topsoil and seeding/sod installed, completed and accepted. Include costs for stockpiling and replacing topsoil, importing additional topsoil, transporting, grading and leveling, seeding, Sodding and all material, tools, labor, equipment, maintenance, watering, moving and all other work incidental thereto and necessary therefore.
15	Cement Concrete Sidewalk, Driveway Aprons & Curb - Payment will be made for the actual square footage of concrete sidewalk or driveway aprons and linear feet of concrete curb removed and replaced. Include costs for new materials including formwork and concrete, transporting, placing, grading, leveling, curing and all other work incidental thereto and necessary therefore.
22	Furnish & Install Polyethylene Pipe Wrap - Payment will be made for the actual linear feet of water main installed with a polyethylene wrap. Payment will not be made where pipe wrap is overlapped
23	Rock & Masonry Excavation - Payment will be made for the actual volume in cubic feet of rock or masonry excavation removed and disposed of.
26A	Moving Fee - Payment shall be made at the lump sum price bid for the number of times that the Engineer orders the Contractor to temporarily move out of the project for any time period. Payment will not be made for the initial mobilization to site or for the return to the site after testing to abandon existing mains or install water services.
29	Temporary Bituminous Pavement - Payment shall be made at the unit price per linear foot of temporary pavement installed and removed. Include costs for materials, transporting, placing, grading and leveling, rolling, removal and disposal as and when required, and all related incidental and appurtenant work. The Engineer shall order temporary pavement installed as conditions warrant.
30	Copper Water Service Lines - Payment will be made for the actual number of copper water services installed or reconnected and accepted. Includes costs for pipe, pipe materials as indicated in plans and specifications, pipe installation, excavation, compaction, backfill, pipe leakage testing, restoration and all work incidental thereto and necessary therefore.

<b>ITEM NO.</b>	<b>PAYMENT</b>
35	Maintenance & Protection of Traffic - Payment shall be made at the lump sum price for all costs associated with the maintenance & protection of traffic as described in the contract documents and necessary to complete the contract work.
38	Buried Mechanical Joint Butterfly Valves w/ Boxes - Payment shall be made at the unit price for each butterfly valve and box installed and accepted. Include costs for all labor, equipment, materials, excavation and backfill and all work incidental thereto and necessary therefore.
422L	Traffic Detector Loops- Payment shall be made at the lump sum price for all costs to install and repair traffic detector loops, including road saw-cut as described in the contract documents and necessary to complete the contract work.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section includes the requirements for substitution of specified products during construction.
- B. *The Engineer will consider requests for substitutions only within **thirty (30)** days from the date of the Notice to Proceed.*
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained herein these specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Engineer for those products named in the bid.

## 1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

## PART 2 - PRODUCTS

## 2.01 SUBSTITUTIONS

- A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted by the Engineer.
- C. A request for product substitution constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Shall provide the same warranty for the Substitution as for the specified Product.
  - 3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Shall reimburse the Owner and the Engineer for review or redesign services associated with re-approval by authorities.
  - 6. Shall reimburse the Owner for all additional engineering services claimed by the Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

- E. Substitution Submittal Procedure:
1. The Contractor shall submit three (3) copies of the REQUEST FOR SUBSTITUTION FORM for consideration including all required information.
  2. The Contractor shall use the form included within this Section.
  3. All forms shall be type written.
  4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
- F. The burden to prove product equivalence rests on the Contractor.
- G. The Engineer will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
- H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

## PART 3 - EXECUTION

NOT USED

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**REQUEST FOR SUBSTITUTION FORM**

Project: Riverview Lofts (AKA Georgica Green) Substitution Request Number: \_\_\_\_\_

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

Address: \_\_\_\_\_

To: \_\_\_\_\_ Date: \_\_\_\_\_

H2M Project Number: RDWD1752 Owner: Riverhead Water District

Contract Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Specification Title: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Drawing No(s): \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_

History: \_\_\_ New product \_\_\_ 2-5 years old \_\_\_ 5-10 years old \_\_\_ More than 10 years old

Differences between proposed substitution and specified product:

\_\_\_ Point-by-point comparative data attached

Reason for not providing specified item (Attach separate sheet if necessary):

**Typical Similar Installation:**

Project: \_\_\_\_\_

Engineer / Architect: \_\_\_\_\_

Address: \_\_\_\_\_

Owner: \_\_\_\_\_

Date Installed: \_\_\_\_\_

Submit complete installation list on separate sheets.

Proposed substitution affects other parts of Work:  No  Yes

Explain: \_\_\_\_\_

Gross Savings to Owner for accepting substitution: \$ \_\_\_\_\_

Proposed substitution changes Contract Time:  No  Yes

Add / deduct (circle): \_\_\_\_\_ days

Supporting data attached for evaluation of the proposed substitution:

Product Data  Photos  Drawings  Tests  Reports  Samples

Other (explain): \_\_\_\_\_

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

**The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:**

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. Proposed Substitution does not require revisions to any other Prime Contractor's work.
4. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
5. Proposed Substitution will have no adverse affect on other trades, construction schedule, or specified warranty requirements.
6. Maintenance and service parts will be locally available for proposed substitution.
7. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

**This request for product substitution also constitutes a representation that I, as the Contractor:**

1. Has investigated proposed Product and determined that it meets or exceeds the quality of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Engineer for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering services claimed by the Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

Contractor's Authorized Representative (Typewritten): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

## 1.02 TIME FOR COMPLETION

- A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.
- B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.
- C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.
- D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Contractor shall provide a copy of the final Certificate of Occupancy from the AHJ prior to issuance of the final payment. Removal of the Contractor's plant and equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.
- E. Notwithstanding the foregoing, the Engineer will establish the date of substantial completion when the project is accepted and ready for operation, and no large or major items of work are as yet outstanding. At such time, the Engineer will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the Engineer. Any prior punch lists, which include "major" or significant items, as defined by the Engineer, shall not be a criterion in establishing the date of substantial completion.

## 1.03 PARTIAL COMPENSATION

- A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
  - 1. A canceled check or paid bill from the supplier is submitted to the Engineer indicating that the Contractor has paid the supplier for the material or equipment.
  - 2. The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
  - 3. A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
  - 4. A bill of material is delivered to the Engineer at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.
  - 5. The Engineer has agreed to the pre-purchasing of the materials.
- B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner.

## 1.04 APPLICATIONS FOR PAYMENT

- A. The Contractor shall review the percentage of work completed during the payment period with the Engineer, based on the bid items in the proposal. The Engineer shall make the final decision on the percentage of work completed.
- B. The form of application for payment shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, Continuation Sheet.
- C. Submit one (1) copy of each payment application, completed, signed and notarized.
- D. The payment application shall include a Contractor Invoice and an Owner Claim Voucher.
- E. Provide completed Labor Affidavit Form for each pay period included in the certified payroll reports for each payment application for both the contractor and any subcontractor(s).
- F. Submit payment application to Engineer no later than the first day of each month. Payments received after the first day of each month shall be reviewed and processed after the first day of the following month. Only one application for payment will be reviewed and processed each month.
- G. Submit certified payroll receipts for all workers and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- H. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Wage Rates.
- I. Owner may conduct on-site interviews with all workers to verify payments of prevailing wage rates are enforced.
- J. The Engineer shall submit the documentation along with an Engineer's Payment Report to the Owner for payment.
- K. Retainage in the amount of 5% will be held from each partial payment. Retainage will only be released upon full completion of the project and will be included in the final payment.

## 1.05 ACCEPTANCE OF FINAL PAYMENT REQUEST

- A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

## 1.06 SCOPE OF PAYMENTS

- A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions

which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections, or damages. The Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

**PART 2 - PRODUCTS**

NOT USED.

**PART 3 - EXECUTION**

NOT USED.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Work of this Section includes:
  - 1. Requests for Interpretation or for information
  - 2. Administration of subcontracts
  - 3. Coordination of work with utility companies and the Owner/Engineer
  - 4. Communication and coordination requirements
- B. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

## 1.02 REQUEST FOR INTERPRETATION OR INFORMATION

- A. The Contractor shall use the Request for Interpretation/Information Form included within this Section when the Contractor feels that additional information is needed to perform the work of the Contract.
- B. The Engineer will respond to requests utilizing the form provided herein.
- C. The Engineer's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. A signed facsimile or emailed image of the form will be accepted.
- E. The Engineer will respond in writing to the request as soon as possible.

## 1.03 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.
- C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- D. The Contractor shall sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The Engineer and Owner will not accept telephone calls, facsimiles or office visits from any subcontractors on the project. Subcontractor and vendor questions and clarifications shall be directed to the Engineer by the Contractor.
- E. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

## 1.04 UTILITY COORDINATION

- A. Comply with the requirements of 16 NYCRR Part 753 - Protection of Underground Facilities. Submit a letter stating the case number.

- B. Comply with the utility coordination requirements contained in the General Conditions.

#### 1.05 PUBLIC/PRIVATE UTILITIES

- A. Notify all public and private utilities in accordance with Article 20, Section 322-a of the New York State General Business Law for location and markout of existing utilities in the vicinity of the work.
- B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

#### 1.06 SPECIFIC COORDINATION REQUIREMENTS

- A. Sequence and schedule work so as not to interfere with the work by others. Coordinate the work of this Contract with the work by others. In case of conflicts due to improper coordination by the Contractor, the Owner/Engineer's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.
- B. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing work which may be indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.

#### 1.07 CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. The Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. The Contractor shall name the job site superintendent within five (5) days of the Notice To Proceed. A letter to the Engineer shall be provided.
- C. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.
- D. The Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.
- E. The superintendent shall not be a foreman or crew supervisor.
- 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 speak English. If required by the Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the project, he may wish to arrange an interview with the Engineer to determine the proposed superintendent's ability to properly coordinate the work through the Owner/Engineer. The Contractor shall employ a superintendent acceptable to the Owner.

THIS SPACE LEFT INTENTIONALLY BLANK.

REQUEST FOR INTERPRETATION/INFORMATION (RFI)

OWNER'S NAME: Riverhead Water District

PROJECT NAME &amp; CONTRACT DESIGNATION: Riverview Lofts (AKA Georgica Green)

CONSTRUCTION CONTRACT NO.: RDWD1752

Product, Item, or System:	
Request Date:	RFI No.:
Specification Section:	Paragraph Ref:
Contract Drawing Reference(s):	
Describe Request:	
Signed:	See Contractor's Attachments for Additional Description for Information
Owner/Engineer Response:	
Engineer (Printed):	See Engineer's Attachments for Additional Information
Engineer's Signature & Date	<i>Response Accepted By Contractor Contractor's Signature &amp; Date</i>
The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Engineer.	

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section specifies the requirements for preparing construction schedules and for keeping them up to date.
- B. Prepare a Gantt Chart type schedule and keep it up to date as specified hereinafter.
- C. All schedules shall be submitted in accordance with the requirements contained herein in Section 013300.
- D. Refer to Section 013100 regarding the requirements for attendance at Project Coordination Meetings and additional requirements concerning the submission of other project coordination and sequencing information.

## 1.02 CONSTRUCTION SCHEDULE - GENERAL

- A. Coordinate the work and maintain the construction schedule. In the event actual progress begins to lag the schedule, promptly employ additional means and methods of construction to make up the lost time.
- B. Keep the construction schedule current and revise and resubmit as often as necessary to accurately reflect the conditions of the work, past progress and anticipated future progress.
- C. The construction schedule shall be completed, submitted, and deemed received by the Engineer prior to the first payment application.
- D. The schedule, when approved by the Engineer and the Owner, shall establish the dates for starting and completing work for the various portions of the Contract. It shall be the duty of the Contractor to conform to his/her own schedule and to perform the work within the time limits indicated. Failure to adhere to the approved schedule shall expose the Contractor to disputes, claims and additional costs incurred by others.
- E. Coordinate letting of subcontracts, material purchases, shop drawing submissions, delivery of materials, and sequence of operations, to conform to the schedule.
- F. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.

## 1.03 CONSTRUCTION SCHEDULE - GANTT CHART TYPE

- A. The schedule shall show, in detail, the proposed sequence of the work and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time.
- B. Prepare the schedule in a manner so that the actual progress of the work can be recorded and compared with the expected progress.
- C. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- D. The schedule shall be plotted out in color and shall be 36-inch by 40-inch. It shall contain as many sheets as are necessary to show all rolled down tasks. Partially printed schedules will not be accepted. Each Contractor shall arrange to have it plotted on a color plotter suitable for the intended application.

- E. The schedule shall show the following:
1. Task links/task dependency in blue ink.
  2. Work under the Contract in green ink.
  3. Work by others in blue ink.
  4. Milestone dates (zero duration) by a red diamond.
  5. The end date for each task and subtask at the end of a bar.
  6. The description of all major tasks within the bar. The bar shall be red.
  7. Critical path.

#### 1.04 REVISION OF PROJECT PROGRESS SCHEDULE

- A. The Contractor shall evaluate and provide updated construction schedules monthly in accordance with job requirements. Each update shall be submitted to the Engineer for information purposes and be provided by the last Friday of every month
- B. The Contractor shall modify his construction schedule to accommodate coordination of the construction contracts by the Owner/Engineer without claims for additional compensation or delay.

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.
- B. Refer to Section 013216 - Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.

## 1.02 IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor and shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part of this Section. *Submittals not containing the form will be returned to the Contractor un-reviewed.* The Engineer will not review project submissions until such time as the form is completed in its entirety. Identify each submittal and resubmittal using the form.
- B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 033000.01-1
  - 1. The Section number for which the submittal applies, followed by a period, shall be indicated, "033000."
  - 2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
  - 3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
  - 4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Engineer so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Engineer.
- E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Engineer's Project Manager as hereinafter defined.

## 1.03 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the Engineer, fully coordinate all interrelated work. As a minimum, do the following:
  - 1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.
  - 2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.

1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
2. The Engineer may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

#### 1.04 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. **All** submittals requiring Engineer's review (except operations manuals) as required under the technical specifications of these documents shall be submitted within **FORTY FIVE (45)** consecutive calendar days after the date of the Notice to Proceed. An amount of **\$250** per calendar day shall be deducted from payment due the Contractor for **each** day that an outstanding submittal exists, said amount being the cost associated with the Engineer's review.
- E. Operation and maintenance manuals shall be submitted at least **FORTY FIVE (45)** consecutive calendar days prior to scheduled startup of the unit or system.
- F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Engineer, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

#### 1.05 DESTINATION OF SUBMITTALS

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Engineer's project manager, a submittal ID number, and a description of content for the submitted items.
- B. A copy of the TRANSMITTAL FORM shall also be provided to the Engineer's inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website or by email, pending instruction by the Engineer. H2M architects + engineers is using a project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.
- D. As an external team member on this project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. The Contractor will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the H2M architects + engineers/Newforma Info

Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.

- E. Other submissions, such as material samples or other items as instructed by the Engineer, shall be sent to the Engineer's office as follows:

**H2M architects + engineers**

**538 Broad Hollow Road - 4th Floor East**

**Melville, New York 11747**

**Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)**

#### 1.06 CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.
- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Engineer's review.

#### 1.07 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - Project Management and Coordination and the Contract Documents.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Engineer will not review submittals that have not yet been reviewed and approved by the Contractor.

#### 1.08 ENGINEER/ARCHITECT'S REVIEW

- A. Engineer will review and comment on each submission conforming to the requirements of this Section.
1. Engineer's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
  2. The Engineer's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Engineer will mark submittals as follows:
1. **NO EXCEPTION TAKEN (A)** - No corrections, no marks. The content of this submittal has been reviewed by the Engineer and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
  2. **MAKE CORRECTIONS NOTED (B)** - Minor amount of corrections. The content of this submittal has been reviewed by the Engineer and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the

Engineer shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.

3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the Engineer and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Engineer's comments and resubmitted to the Engineer for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
  4. REJECTED (D) - The content of this submittal has been reviewed by the Engineer and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
  5. SUBMIT SPECIFIED ITEM (E) - The content of this submittal has been reviewed by the Engineer and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
  6. RECEIVED (R) - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.
- C. No payment will be made on any item for which a submission is required if such submission:
1. has not been made,
  2. has been made but was not stamped "No Exceptions Taken" by Engineer,
  3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Engineer's notes marked on the submittal,
  4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.
- E. Provide an 8-inch by 10-inch space for the Engineer's review stamp.

#### 1.09 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Engineer, which did not appear on the previous submissions.

#### 1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Engineer has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

## 1.11 EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Engineer as stipulated below:
1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
  2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
  3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
  4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500, to determine if the substituted product is equal to that specified.
  5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
  6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
  7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

## 1.12 MISCELLANEOUS SUBMITTALS

- A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Engineer for review.
- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

## 1.13 SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G705, within THIRTY (30) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

## 1.14 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous

Substances" shall be identified to the Owner/Engineer by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.

- C. Products will not be permitted to be kept on site without a MSDS.

#### 1.15 SHOP DRAWINGS

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Submit one (1) electronic copy of each standard drawing, catalog cut, or other material. All shop drawings or submittals that are not in the standard 8-1/2" x 11" format shall be submitted both electronically and in paper. Samples shall be delivered directly to the office of the Engineer. The Engineer will return an electronic copy of each submittal once reviewed.
- C. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
  - 1. Return submittals which are found to be inaccurate or in error.
  - 2. Do not submit to the Engineer until all corrections have been made.
- D. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- E. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Engineer.
- F. Submissions for a single item, or group of related items shall be complete.
- G. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- H. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
  - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
  - 2. Make drawings the same size as the Contract Drawings and to the same scale.

#### 1.16 SAMPLES

- A. Where required, or where requested by the Engineer, submit sample or test specimens of materials to be used or offered for use.
  - 1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Engineer, prepaid, along with identification as to their sources and types of grades.
  - 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Engineer has completed his review.

## 1.17 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

## 1.18 CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

## 1.19 COLORS AND PATTERNS

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Engineer's and Owner's review and selection.

## 1.20 MANUFACTURER'S SERVICE CENTER

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Engineer solely on that basis.
- B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center's present customers who are in the area of the project.

## 1.21 TEST RESULTS AND INSTALLATION

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Engineer Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.
- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Engineer in the form of a MSR.
- C. Do not deliver to the project or incorporate into the work any materials or equipment for which Engineer has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

## 1.22 SPARE PARTS LIST

- A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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CONTRACTOR'S COMPANY NAME  
ADDRESS

**SUBMISSION TRANSMITTAL FORM**  
**CLIENT NAME:** Riverhead Water District  
**PROJECT TITLE:** Riverview Lofts (AKA Georgica Green)

**H2M PROJECT NO.:** RDWD1752

Product, Item, or System Submitted:			
Submission Date:		Submission Log No.:	
Specification Section:		Paragraph Reference:	
Contract Drawing Reference(s):			
Manufacturer's Name:			
Manufacturer's Mailing Address:			
Manufacturer's Contact Information:	<i>Name</i>	( ) <i>Tel. no.</i>	<i>Email</i>
Supplier's Name:			
Supplier's Mailing Address:			
Supplier's Contact Information:	<i>Name</i>	( ) <i>Tel. no.</i>	<i>Email</i>
This item is a substitution for the specified item:	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
Contractor's Approval Stamp with Signature & Date	<u>Contractor's Brief Comments or Remarks</u> (attach separate letter as needed):		
	By making this submission, we represent that we have determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving the item into the enclosed space, materials, catalog and model numbers and similar data and that we have checked and coordinated this submission with other work at or adjacent to the installed location in accordance with the requirements contained in the Contract Documents.		

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

## 1.02 CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.

## 1.03 GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
  - 1. Occupational Safety and Health Act - OSHA
  - 2. State Department of Environmental Conservation
  - 3. County Department of Health
  - 4. Town Codes, Rules, Laws and Ordinances
  - 5. Sewer District Sewer Use Code
  - 6. Local Water District
  - 7. Electric Utility
  - 8. Gas Utility

## 1.04 PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.
- C. Such permits include, but are not limited to:
  - 1. Dewatering Permit
  - 2. Road opening permit
  - 3. Building permits that are required by the municipality where the work is located. Arrange for inspections of the work by the municipal building department before closing in the installed work, if so required. Work will not be accepted for payment until such inspections are performed and accepted by the building department.
- D. All road opening permit fees are the responsibility of the Contractor. The Contractor shall contact the appropriate road agency to assess total fee charged.

1.05 COORDINATION WITH WATER UTILITY

- A. Comply with the water utility requirements for water and fire service connections. Obtain and pay for all necessary permits from the water utility. Obtain authority to connect to the existing water mains.
  - 1. Make necessary connections to existing public water mains under supervision of the water utility representative.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Requirements for monitoring the quality of the constructed project.
- B. Work of this Section also includes services of an independent testing laboratory for quality assurance testing.

## 1.02 REFERENCES

- A. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- B. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- C. ASTM D4561 - Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.
- D. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

## 1.03 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or workmanship that is more precise.
- C. Perform work by persons qualified to produce workmanship of specified quality.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- E. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

## 1.04 QUALITY ASSURANCE - TESTING LABORATORY

- A. In order to establish compliance with the Contract Documents, materials shall be tested, examined and evaluated before they are incorporated into the work. During and after installations, additional tests, examinations, and evaluations shall be made to determine continued compliance throughout the course of the work.
- B. Testing laboratory shall be a reputable, experienced firm that is capable of performing all of the required testing and authorized to operate in the state in which the project is located.
- C. Perform all sampling and testing in accordance with specified procedures and use the materials, instruments, apparatus, and equipment required by the codes, regulations and standards. Where specific testing requirements or procedures are not described, perform the testing in accordance with all pertinent codes and regulations and with recognized standards for testing.

- D. In the event that samples and test specimens are not properly taken, handled, stored or delivered or if other requirements of this Section are not complied with, Engineer reserves the right to delegate any or all of this work to others, or to take whatever action deemed necessary to ensure that sampling and testing are properly accomplished, for which all costs shall be borne by Contractor.
- E. Engineer reserves the right to disapprove the use of a specific testing laboratory, even after prior approval, if the laboratory fails to meet or comply with the requirements of this Section. If this should occur, immediately discharge the testing laboratory and retain the services of a different laboratory acceptable to Engineer.
- F. The testing laboratory shall meet the following criteria:
  - 1. Be capable of performing all of the required tests.
  - 2. Be regularly engaged in performing the types of services required.
  - 3. Have adequate facilities, materials, equipment, and personnel to perform the services.
  - 4. Have an adequately trained, experienced and qualified staff.
  - 5. Have at least one registered professional engineer licensed in the state in which the project is located who shall be capable of performing field tests, supervising laboratory testing and interpreting test results. The professional engineer shall be thoroughly knowledgeable in materials, soils, asphalt paving and concrete.
  - 6. Shall be able to be on the Project site within two hours after being notified.
  - 7. Comply with the requirements of ASTM C1077, ASTM D3740, ASTM D4561, ASTM E548 and ASTM E699.
  - 8. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

#### 1.05 REFERENCE STANDARDS

- A. Conform to reference standards by date that the project was last bid.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.06 SUBMITTALS

- A. Within fifteen (15) calendar days from the date of the Notice to Proceed, submit documentation from three (3) testing laboratories that clearly indicates experience, location, qualifications of staff, and descriptions of any limitations or restrictions of the firm.
  - 1. Include a price schedule for standard tests and a billing rate schedule for technician classifications.
  - 2. Based upon this information, the Engineer will select one firm to be the primary testing laboratory and one firm to act as a standby.
- B. Certified copies of each test report shall be mailed directly to the Engineer. The Contractor shall arrange with the laboratory to secure copies.
- C. Each report shall be in writing and shall include the testing method used, the test results, the specified results, the exact location of where the test specimens were taken, the date taken,

Project identification, Contractor's name and other pertinent information required for a complete and meaningful test report.

- D. Each report shall be signed and certified by a responsible officer of the testing laboratory.
- E. E-mail reports directly to Engineer within 24 hours after the sample is taken, except in those instances when tests cannot be immediately performed because of required curing, incubation periods, or lengthy testing procedures.
- F. The laboratory shall verbally communicate test results when requested by the Engineer. This does not eliminate nor replace the requirements for a written report.

#### 1.07 SCHEDULING - LABORATORY SERVICES

- A. Except where otherwise specified, the Engineer will determine the number of samples to be taken, the date and time samples will be taken and tests made, the number and type of tests to be performed, who will collect the samples, how they will be handled and stored and when laboratory personnel are required on site.
- B. Engineer will notify Contractor of his/her decision to take samples and/or have tests made and provide him with the pertinent information. Contractor is responsible for notifying the testing laboratory and for having the testing performed, on schedule.
- C. In addition to the above, Contractor shall make his own arrangements for the sampling and testing of materials he proposes to incorporate into the work. This shall not be paid for out of the cash allowance.
- D. Notify Engineer at least 72 hours in advance of the times at which scheduled samples or tests will be conducted.
- E. If samples and/or tests cannot be taken or performed when required, delay the work until such time that they can be accomplished. Where possible, any work that has been installed but has not been sampled or tested as required, shall be tested by other means. Upon Engineer's request, uncover any work, which has been buried or covered, and perform special tests designated by Engineer. If the work cannot be tested by other means, Engineer may declare the work unacceptable. All costs associated with noncompliance and for special testing shall be borne by the Contractor and not be paid for out of the cash allowance.
- F. Should the testing laboratory be scheduled to take or collect samples or to perform tests, and finds that it is unable to do so as a result of delays in construction, inclement weather, or any other reason, reschedule the tasks for a date acceptable to Engineer. Costs associated with times testing laboratory is unable to perform scheduled services shall be borne by the Contractor and will not be paid for under the allowance.
- G. Plan all work and operations to allow for the taking and collection of samples and allow adequate time for the performance of tests. Delay the progress of questionable work until the receipt of the certified test reports.

#### 1.08 TESTING REQUIREMENTS

- A. 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.

#### 1.09 TESTING SCHEDULE

- A. Compaction Testing of Soil:
1. Pipe Installation: As directed by the Engineer.
  2. Concrete flatwork: As directed by the Engineer.
  3. Pavement subgrade: As directed by the Engineer.
- B. Concrete Testing: Make six (6) concrete test cylinders for each 50 c.y. 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. This requirement shall be subject to change as required by the Engineer.
- C. Asphalt Testing: As directed by the Engineer.
- D. Compaction Testing of Pavement: As directed by the Engineer.
- E. Water Quality Testing: See Section 331300.

#### 1.10 FIELD OBSERVATION OF CONTRACTOR'S WORK

- A. The Engineer will provide periodic observation of the Contractor's work.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions. Verify that the existing substrate is capable of structural support or attachment of new Work being applied or attached. Examine and verify specific conditions described in individual specification sections. Verify that utility services are available, of the correct characteristics, and in the correct locations.

## 3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance. Seal cracks or openings of substrate prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

## 3.03 FIELD QUALITY CONTROL

- A. Allow representatives of the testing laboratory access to the work at all time. Provide all equipment, labor, materials, and facilities required by the laboratory to properly perform its functions. Cooperate with and assist laboratory personnel during the performance of their work.
- B. Test specimens and samples shall be taken by the person(s) designated in other Sections, or as directed by Engineer. Conduct field sampling and testing in the presence of Engineer. Provide all materials, equipment, facilities and labor for securing samples and test specimens and for performing all field-testing.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SCOPE

- 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).

## 1.02 GENERAL

- A. The Contractor shall 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. The Contractor will be required to prepare and submit a detailed maintenance and protection of traffic plan to the appropriate road agency in order to obtain the road opening permit. The plan shall outline 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. The contractor shall secure written approval from that agency prior to beginning work. In addition, the contractor shall submit the approved plan to the Engineer for record prior to beginning work.
- C. 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.
- 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. The Contractor shall 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. The Contractor shall under this item 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. The Contractor shall schedule his 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. The Contractor shall 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, the Contractor shall 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.

## 1.03 MATERIALS

- A. All materials used shall comply with the requirements for the various items or materials as established in the specifications or the contract plans.
- B. All temporary signs, delineators, barricades, lighting and other warning and guiding devices shall be as approved by the Engineer, and will remain the property of the Contractor.
- C. All materials, equipment and workmanship for electrical installations shall be in strict compliance with the Standard Code Requirements and the work shall be performed by licensed electricians. The Contractor shall obtain, supply and pay for all required electrical energy, and shall make all necessary arrangements with the utility company for service points. All electrical services, permits and certificates shall be obtained and paid for by the Contractor.

## 1.04 CONSTRUCTION DETAILS

- A. The Contractor shall generally provide a travel way suitable for maintaining a minimum of two lanes of traffic. This travel- way shall be kept well-drained and reasonably smooth and hard at all times, and free of potholes, bumps, irregularities and depressions that hold or retain water.
- B. Warning Signs & Delineators
  - 1. The Contractor shall erect barricades, detour signs, warning lights and other facilities approved by the State or appropriate 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. He shall conduct his operations to ensure a minimum of delay to traffic.
  - 2. The Contractor shall furnish, erect and maintain proper reflectorized signs, indicating to motorists the status of the highway under construction.
  - 3. All signs shall be kept clean, mounted at the indicated height and so placed as to be effective both day and night. Signs, warnings, delineators and barricades shall be used to adequately inform the motorist of any unusual or unsafe condition and to safely and clearly guide him through the contract area. Such signs, barricades, warnings or devices shall be so placed and lighted as to give timely warning and permit the motorist to take the necessary action to traverse the area safely. Barricades and signs shall be lighted when and as required.
  - 4. The Contractor shall delineate areas where there is a drop-off near the edge of the travel lanes and areas on which it is unsafe to travel. Where the drop-off is less than six inches and where soft or unsafe areas occur, an approved delineator shall be placed along the edge of the travel way at intervals of not more than 200 feet. Where the drop-off is greater than 18 inches, a continuous delineation consisting of a white board or band shall be used in addition to individual delineators.
  - 5. 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 three (3) inches.
  - 6. All reflective delineators or markers shall be yellow or amber in color, except those at entrances to commercial establishments, where the Contractor shall place a green reflective marker on each side of the designated safe entrance to the establishment. The entire entrance area between adjacent green markers shall be kept safe and smooth for convenient ingress and egress. Delineators shall be substantially mounted so that the bottom of the reflective unit is four feet above the elevation of the travel way. Any area judged to be particularly hazardous shall be marked by the use of oil-burning flares or signal flashers with a large reflectorized orange lens in addition to the reflective markers.

7. 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 are 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. If conditions warrant additional signs may be required. In that event, they shall be consistent with the arrangements, material requirements and details of those shown on the Standard Structure Sheets.
  8. Lighted barricades shall be fully equipped with complete electrical facilities including fixtures, lamps, conduits, switches, cut-outs, boxes, cable and all other required equipment, appurtenances and connections to the service points designated by the utility company as necessary to install and light the barricades. The Contractor shall set and adjust time switches and other equipment as required to put the lighting system in satisfactory operation.
- C. Maintenance
1. The Contractor shall furnish materials, labor and equipment at any time, day or night, to immediately repair, remedy and prevent washouts, formation of holes, ruts and depressions, sunken trenches and the destruction or sinking of temporary pavements. This applies when the work is underway and when the work is temporarily suspended for any period of time. Special attention shall be given to maintenance of a satisfactory travel way over weekends, holidays and during the winter season.
  2. Any damage to any portion of the work occasioned by lack of adequate maintenance shall be repaired by the Contractor at his own expense.
- D. Whenever it is necessary to maintain traffic, the Contractor shall employ a sufficient number of competent flagmen during the time traffic is to be maintained. The Contractor shall also provide a sufficient number of competent flagmen in areas where traffic is congested, particularly where construction equipment is operating.
- E. Under this Item, the Contractor shall construct and maintain at all times, where required temporary bridges or bridging across pipe trenches, excavations, obstructions and newly laid pavements to provide adequate ingress and egress for pedestrian and vehicular traffic to and from private driveways, business and commercial establishments or for main street intersections and heavily traveled crossings.
- F. The Contractor will be required, after the installation of all pipes and necessary appurtenances thereto, to immediately backfill all trenches; compact same with the surface of the fill graded off; and install temporary pavement to permit the resumption of traffic without delay. The surfaces of all trenches shall be maintained continually by the Contractor to carry traffic smoothly, safely and without interruptions or slowdowns until the permanent pavement has been restored.
- G. Signs
1. All highway signs and supports within the contract limits are to remain under the control and jurisdiction of the governing road authority and are to be properly maintained for the duration of the contract by the Contractor.
  2. The Contractor shall not remove signs until directed to by the governing road agency or the Owner.
  3. Existing signs or markers lost or damaged because of negligence on the part of the Contractor shall be replaced at the Contractor's expense.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Control of environmental pollution and damage that the Contractor must consider for air, water, and land resources in preparing a bid and while constructing the project. This Section includes management of site aesthetics, noise, solid and liquid waste and wastewater, and other pollutants that may be generated by the Contractor.
- B. Include all costs associated with environmental protection as specified herein and as specified in other Sections of these specifications in the total price bid.

## 1.02 DEFINITIONS

- A. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which:
  - 1. Adversely effect human health or welfare,
  - 2. Unfavorably alter ecological balances of importance to human life,
  - 3. Impact wetlands,
  - 4. Effect other species of importance to man, or;
  - 5. Degrade the utility of the environment for aesthetic, cultural, and historical purposes.
- B. Definitions of Pollutants:
  - 1. Sediment: Soil and other debris that has been eroded and transported by runoff water.
  - 2. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
  - 3. Rubbish: Combustible and noncombustible wastes such as paper, boxes, glass and crockery, metal and lumber scrap, tin cans, and bones.
  - 4. Debris: Combustible and noncombustible wastes, such as leaves, tree trimmings, ashes, and waste materials resulting from construction or maintenance and repair work.
  - 5. Chemical Waste: Petroleum products, bituminous materials, salts, acids, alkalies, herbicides, pesticides, organic chemicals, and inorganic wastes.
- C. Sanitary Wastes:
  - 1. Sewage: Domestic sanitary sewage and human and animal waste.
  - 2. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

## 3.01 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this Contract. Confine activities to areas defined by the Contract Documents.
- B. Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from the Engineer. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.

- C. Work Area Limits: Prior to any construction, mark the areas that require work to be performed under this Contract. Mark or fence isolated areas within the general work area that are to be saved and protected. Protect monuments, works of art, and markers before construction operations begin. Convey to all personnel the purpose of marking and protecting all necessary objects.
- D. Protection of Landscape: Protect trees, shrubs, vines, grasses, land forms, and other landscape features shown on the drawings to be preserved by marking, fencing, or using any other approved techniques.
1. Box and protect from damage existing trees and shrubs to remain on the construction site.
  2. Immediately repair all damage to existing trees and shrubs by trimming, cleaning, and painting with antiseptic tree paint.
  3. Do not store building materials or perform construction activities closer to existing trees or shrubs than the farthest extension of their limbs.
- E. Reduction of Exposure of Unprotected Erodible Soils: Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Clear areas in reasonably sized increments only as needed to use. Form earthwork to final grade as shown. Immediately protect side slopes and back slopes upon completion of rough grading.
1. Temporary Protection of Disturbed Areas: Construct diversion ditches and berms to retard and divert runoff from the construction site to protected wetlands areas as defined in the Clean Water Act and federal, state and local regulations.
  2. Erosion and Sedimentation Control Devices:
    - a. Construct or install all temporary and permanent erosion and sedimentation control features as shown or specified in the Contract Documents and as required by the Owner pursuant to direction of the regulatory authority.
    - b. Maintain temporary erosion and sediment control measures such as berms, dikes, drains, hay bales, erosion control fencing, sedimentation basins, grassing, and mulching, until permanent drainage and erosion control facilities are completed and operative.
  3. Manage borrow areas on and off Owner property to minimize erosion and to prevent sediment from entering nearby property, watercourses and local streets.
  4. Manage and control spoil areas on and off Owner property to limit spoil to areas shown on the Environmental Protection Plan and prevent erosion of soil or sediment from entering nearby property, watercourses or streets.
  5. Protect adjacent areas from degradation by temporary excavations and embankments.
- F. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment.
1. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule.
  2. Transport all solid waste off Owners' property and dispose of waste in compliance with Federal, State, and local requirements.
  3. Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.
  4. Handle discarded materials other than those included in the solid waste category as directed by the Engineer.
- G. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution by the listed construction activities that are included in this Contract.

- H. Washing and Curing Water: Do not allow wastewater directly derived from construction activities to enter water areas. Collect and place wastewater in retention ponds allowing the suspended material to settle, the pollutants to separate, or the water to evaporate.
- I. Control movement of materials and equipment during construction to prevent violation of water pollution control standards of the Federal, State, or local government.
- J. Monitor water areas affected by construction.
- K. Protection of Fish and Wildlife Resources:
  - 1. Keep construction activities under surveillance, management, and control to minimize interference with, disturbance of, or damage to fish and wildlife.
- L. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources.
  - 1. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State and Federal emission and performance laws and standards.
  - 2. Maintain ambient air quality standards set by the Environmental Protection Agency and State, for those construction operations and activities specified.
- M. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in progress.
- N. Particulates Control: Maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance. Sprinkle, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators, or other methods are permitted to control particulates in the work area.
- O. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
- P. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.
- Q. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the Engineer. Maintain noise-produced work at or below the decibel levels and within the time periods specified in accordance with OSHA and local ordinances, whichever is more restrictive.
  - 1. Perform construction activities involving repetitive, high-level impact noise only between 8:00 a.m. and 5:00 p.m. unless otherwise permitted by local ordinance or by the Engineer.
  - 2. Repetitive impact noise on the property shall not exceed the following dB limitations:
  - 3. Provide sound-deadening devices on equipment and take noise abatement measures that are necessary to comply with the requirements of this Contract, consisting of, but not limited to, the following:
    - a. Use shields or other physical barriers to restrict noise transmission.
    - b. Provide soundproof housings or enclosures for noise-producing machinery.
    - c. Use efficient silencers on equipment air intakes.
    - d. Use and maintain efficient intake and exhaust mufflers on internal combustion engines.
    - e. Line hoppers and storage bins with sound deadening material.

- f. Conduct truck loading, unloading, and hauling operations so that noise is kept to a minimum.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

## 1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
  - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
  - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
  - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks.
  - 1. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
  - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. 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.
- D. At the request of the Engineer, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

## 1.03 QUALITY ASSURANCE - EQUIPMENT

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.
- B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.
- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
  - 1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
  - 2. Pumps shall conform to the requirements of the Hydraulic Institute.
  - 3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.

- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

## PART 2 - PRODUCTS

### 2.01 MATERIALS AND EQUIPMENT

- A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
  - 1. This time requirement does not apply when the manufacturer posts an Owner/Engineer acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
  - 2. The bond shall be in a form that is acceptable to the Owner's legal council.
- B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- E. Items of any one type of material or equipment shall be the product of a single manufacturer.
  - 1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
  - 2. The Engineer reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
- F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Engineer.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Prior to work under any Section, carefully inspect the existing work and verify that it is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.

- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Engineer.
- E. Do not proceed with the work under any Section until these conditions are obtained.

### 3.02 INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

### 3.03 FIELD QUALITY CONTROL

- A. Neither observations by Engineer nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Engineer with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
  - 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
  - 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
  - 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

### 3.04 UNCOVERING WORK

- A. Unless otherwise specified or directed by Engineer, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Engineer.
- B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to covering the work. Immediately comply with the Engineer's direction to uncover the work if tie distances were not obtained.
- C. If any work has been covered with Engineer's consent and Engineer considers it necessary or advisable that covered work be observed or tested, the Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, or testing as Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment.

1. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering services and an appropriate deductive change order shall be issued.
2. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction if he makes a claim therefore as provided in the General Conditions.

### 3.05 DEFECTIVE WORK

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.
- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.
- B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

## 1.02 GENERAL

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
  - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
  - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
  - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
  - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for its reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

## 1.03 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.

## 1.04 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.

#### 1.05 PROTECTION OF WORK

- A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

**END OF SECTION**

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submit the following documents to the Engineer before Substantial Completion:
  - 1. Project Record Documents as specified in Section 017839.
  - 2. Operations and Maintenance Manuals prepared in accordance with Section 017823 and be updated as a result of start-up activities.
  - 3. 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.
  
- B. Submit the following items to the Engineer with the final application for payment:
  - 1. Final Application for Payment prepared by the Engineer for Contractor's execution showing final amount of Contract including change orders.
  - 2. Maintenance Bond prepared in accordance with the Contract or General Conditions.
  - 3. Utility company signoffs and inspection approvals, if applicable.
  - 4. Federal, state, county, town and local signoffs and inspection approvals, where applicable.
  
- C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Engineer's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Site piping backfilling to sub-grade elevations.
- B. Consolidation and compaction.

## 1.02 RELATED SECTIONS

- A. Section 315000 - Excavation Support & Protection

## 1.03 REFERENCES

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb Rammer and 12 inch Drop.

## 1.04 QUALITY ASSURANCE

- A. Do not backfill wet or frozen materials.

## PART 2 - PRODUCTS

## 2.01 FILL MATERIALS

- A. Type C - Sand: 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	% Passing
No. 4	100
No. 14	10 to 100
No. 50	5 to 90
No. 100	4 to 30
No. 200	0 to 1

- B. Type D - Subsoil: Reused, excavated material, graded, free of lumps, rocks and gravel larger than 3 inches (75mm) in size, debris and contaminants.

## PART 3 - EXECUTION

## 3.01 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.
- D. Verify subgrade has been properly compacted and is ready to receive work for this section.

### 3.02 PREPARATION

- A. Compact subgrade to 95% maximum dry density in accordance with ANSI/ASTM D698.
- 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.

### 3.03 COMPACTION - METHODS

- A. Trench compaction on all water main trenches shall be by mechanical tamping methods. Jetting of trenches will not be permitted.

### 3.04 BACKFILLING - GUIDELINES

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not back-fill over porous, wet, frozen or spongy materials.
- C. Granular Fill: Place and compact materials in continuous layers not exceeding 6 inches (150 mm) compacted depth.
- D. Subsoil Fill: Place and compact material in continuous layers not exceeding 6 inches (150 mm) compacted depth.
- E. All backfilled materials shall be compacted to 95% of its maximum dry density in accordance with ANSI/ASTM D1557. Maintain optimum moisture content to attain required density.
- F. Employ a placement method that does not disturb or damage structures or other items against which material is backfilled.
- G. Backfill against supported structures. Do not backfill against unsupported structures. Backfill simultaneously on each side of structure.
- H. Make grade changes gradual. Blend slope into level areas.
- I. Remove surplus backfill materials from site.
- J. Remove temporary sheeting, as backfilling progresses, under provisions of Section 315000.

### 3.05 FIELD QUALITY CONTROL

- A. Compaction testing will be performed in accordance with ANSI/ASTM D1556 or D1557.
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

### 3.06 PROTECTION OF FINISHED WORK

- A. Recompact fills subjected to vehicular traffic.

## END OF SECTION

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Trench excavation for piping and utilities.
- B. Bedding for piping and utilities.

## 1.02 RELATED SECTIONS

- A. Section 315000 - Excavation Support & Protection.

## 1.03 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.

## 1.04 QUALITY ASSURANCE

- A. Do not excavate wet or frozen materials without written approval from the Engineer.
- B. Do not backfill over or with wet or frozen materials.
- C. Provide safety barricades around open excavations.

## 1.05 COORDINATION

- A. Coordinate work under provisions of Section 013100.
- B. Coordinate trenching with installation of pipe or conduit.
- C. Coordinate trenching with installation and removal of sheeting.

## PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. Bedding: 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. 16 (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

- B. Subsoil: Reused, excavated material, free of lumps, rocks larger than 3 inches (75 mm) in size, debris and contaminants.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify existing site 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.

## 3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Maintain and protect existing utilities remaining which pass through work area.
- C. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving and curbs from excavation equipment and vehicular traffic. Any item damaged by the contractor shall be promptly repaired at the contractor's expense.
- E. Protect above and below-grade utilities which are to remain.
- F. Cut out soft areas of subgrade not capable of insitu compaction. Backfill with subsoil fill and compact to density equal to or greater than requirements for subsequent backfill material.

## 3.03 EXCAVATION

- A. Excavate subsoil required for piping.
- B. Cut trenches to the dimensions shown on the plans.
- C. Excavation shall not interfere with normal 45 degree bearing splay of foundations.
- D. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- E. Maintain sides and slopes of excavations and trenches in a safe condition until completion of backfilling. Comply with Code of Federal Regulations Title 29-Labor, Part 1926-OSHA Standards.
- F. Remove lumped subsoil, boulders, and rock.
- G. For trenches made in solid rock, excavate to a depth of 1 foot (300 mm) below the proposed pipe invert.
- H. Correct unauthorized excavation at no cost to Owner in accordance with Section 312317.
- I. Stockpile excavated material in area designated on site and remove excess material not being used from site. Remove excavated material from site.
- J. All trenches deeper than 5 ft (1.5 m) shall require sheeting. Sheeting is to be installed under provisions of Section 315000.

### 3.04 BACKFILLING

- A. Support pipe and conduit during placement and compaction of fill material.
- B. For trenches made in solid rock, place an additional 1 foot (300 mm) of fill material under pipe of conduit.
- C. Place fill material to the dimensions and limits as shown on the plans.
- D. Compact fill material to 95 percent maximum dry density in accordance with ANSI/ASTM D1557. Maintain optimum moisture content to attain required density.
- E. Place fill material simultaneously on both sides of the pipe or conduit. Backfill to the dimensions and limits shown on the plans with reused subsoil.
- F. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- G. Place and compact material in continuous layers not exceeding 6 inches (150 mm) compacted depth.
- H. Employ a placement method that does not disturb or damage conduit or pipe.
- I. Remove temporary sheeting as backfilling progresses.

### 3.05 FIELD QUALITY CONTROL

- A. Tests and analysis of fill material are to be performed in accordance with ANSI/ASTM D1557.
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

### 3.06 CLEANING

- A. Remove surplus backfill materials from site.

### 3.07 PROTECTION

- A. Recompact fills subjected to vehicular traffic.

### END OF SECTION

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Wood and steel sheeting.
- B. Sheeting box.

## 1.02 RELATED SECTIONS

- A. Section 312317 - Backfilling.
- B. Section 312318 - Trenching.

## 1.03 REFERENCES

- A. Occupational Safety and Health Standards - Excavations; Final Rule (29 CFR Part 1926) - OSHA Standards.

## 1.04 QUALITY ASSURANCE

- A. Perform all work of this section in accordance with OSHA Standards and approved shop drawings.

## 1.05 COORDINATION

- A. Coordinate work under provisions of Section 013100.
- B. Coordinate work with all other sections requiring temporary sheeting and bracing.

## PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. 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; 2 inches (50 mm) thick minimum.
- B. 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.
- C. Sheeting Boxes: Steel, of size and dimensions capable of supporting excavation sides and soil pressures; structurally sound.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify existing substrate and site conditions.
- B. Verify elevations and grades are as indicated on the plans.
- C. Verify proposed locations of excavations are as indicated on the plans.

### 3.02 PREPARATION

- A. Excavate to a depth no greater than 4 feet (1.2 m) from existing grade.
- B. Assemble and drive the sheeting in accordance with approved shop drawings.

### 3.03 INSTALLATION - SHEETING

- A. Drive sheeting in place to thoroughly support both sides of the excavation using a sheeting hammer. Use a steam or pneumatic hammer for steel sheeting.
- B. Water jetting of sheeting will not be permitted. Do not loosen adjacent ground which might result in collapse.
- C. Install walls and braces or shores tight and in accordance with approved shop drawings.

### 3.04 INSTALLATION - SHEETING BOX

- A. Place box in trench utilizing a means which will not damage structural integrity of the box.
- B. Excavate ahead of the sheeting box only enough to advance the sheeting box and only immediately prior to moving the sheeting box.
- C. Backfill on both sides of the sheeting box as it is moved.

### 3.05 REMOVAL OF SHEETING

- A. Remove sheeting only as backfilling progresses.
- B. Carefully remove sheeting such that compacted backfill is not displaced. Add additional backfill to the areas vacated by the sheeting.
- C. All sheeting is to be removed from the site once its use is no longer required.

### 3.06 CLEANING

- A. Clean site of any debris from work of this section

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Recycled concrete aggregate base course.

## 1.02 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 (4.54 kg) Rammer and 18-inch (457mm) Drop.
- D. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

## 1.03 DELIVERY, STORAGE AND HANDLING

- A. Do not handle aggregate in any manner which will cause segregation of large or fine particles.

## PART 2 - PRODUCTS

## 2.01 2.01 - 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
1½ inches	(38 mm)	100
1 inch	(25 mm)	90-100
½ inch	(13 mm)	65-85
3/8 inch	(9 mm)	55-75
No. 4	(4.75 mm)	40-55
No. 8	(2.36 mm)	30-45
No. 16	(1.18 mm)	22-36
No. 30	(0.60 mm)	16-27
No. 40	(0.30 mm)	12-19
No. 100	(0.15 mm)	7-13
No. 200	(75 micro m)	3-7

- B. Material retained on the 1/2 inch (13 mm) 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 (0.30 mm) screen shall have a plasticity index of one as tested in accordance with ASTM D4318.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify elevations of subgrade are as indicated on the plans.
- B. Verify that subgrade is properly compacted and ready to receive work of this section.

## 3.02 PREPARATION

- A. Fine grade and compact subgrade to 95 percent maximum dry density in accordance with ANSI/ASTM D1557.

## 3.03 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 (75 mm) 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 95% 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. New pavement must be placed on the properly compacted aggregate base course within 24 hours of final compaction. If aggregate base course is left open for more than 24 hours, recompact and retest in accordance with ANSI/ASTM D1557.

## 3.04 TOLERANCES

- A. Maximum Variation from Flatness: 1/4 inch measured with 10 foot straight edge.
- B. Maximum Variation from Scheduled Compacted Thickness: 1/4 inch
- C. Maximum Variation from True Elevation: 1/4 inch

## 3.05 FIELD QUALITY CONTROL

- A. Perform compaction testing in accordance with ANSI/ASTM D1557.
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Asphaltic concrete paving, wearing, and binder course for repair of road for utility installation.

## 1.02 RELATED SECTIONS

- A. Section 321123 - Aggregate Base Courses.

## 1.03 REFERENCES

- A. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.
- B. AI MS-8 - Asphalt Paving Manual.
- C. ASTM D242 - Mineral Filler for Bituminous Paving Mixtures.
- D. ASTM D546 - Test Method for Sieve Analysis of Mineral Filler for Road and Paving Materials.

## 1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Supplier: Submit name of asphalt supplier to be used on the project prior to placement of any asphalt on the project.
- C. Design Data: Submit asphalt mix design for each asphalt type to be used.
- D. Testing Firm: Submit name of testing firm.

## 1.05 QUALITY ASSURANCE

- A. Obtain materials from the same supplier throughout the duration of the project.
- B. Do not alter from mix design requirements.

## 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products to the site under provisions of Section 016500.
- B. Deliver asphalt in sealed, tight, metal containers covered with suitable material to protect the asphalt from the elements
- C. Lightly lubricate the inside surface of the container with a thin oil or soap solution before loading asphalt.
- D. All containers must be cleaned of all foreign materials prior to loading.

## 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when base surface temperature is less than 40 degrees F (4 degrees C), or if surface is wet or frozen.
- B. Do not place asphalt when precipitation is occurring.

## PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. Asphalt Cement: AC-20; homogeneous, and shall not foam when heated to 347 degrees F (175 degrees C).
- 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 (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.

## 2.02 EQUIPMENT

- A. Rollers: Minimum weight of 10 tons (89kN) equipped with lubricating devices for the roller wheels.
- B. Pavers: Equipped with a vibratory device.

## 2.03 ACCESSORIES

- A. Tack Coat: Homogeneous, medium curing, liquid asphalt.
- B. Wheel Lubricant: Oil-water mixture containing maximum 10 percent lubricating oil.

## 2.04 MIXES

- A. Use dry material to avoid foaming. Mix uniformly.
- B. Base Course: NYSDOT Type 1; 4.0 to 6.0 percent of asphalt cement by weight in mixture in accordance with the following gradation:

<b>SIEVE SIZE</b>	<b>PERCENT PASSING</b>
2 INCHES	100
1-1/2 INCHES	90-100
1 INCH	78-95
1/2 INCH	57-84
1/4 INCH	40-72
1/8 INCH	26-57
NO. 20	12-36
NO. 40	8-25
NO. 80	4-16
NO. 200	2-8

- A. Binder Course: NYSDOT Type 1; 4.0 to 6.0 percent of asphalt cement by weight in mixture in accordance with the following gradation:

<b>SIEVE SIZE</b>	<b>PERCENT PASSING</b>
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	2-6

- A. Wearing Course: NYSDOT Type 6F; 5.8 to 7.0 percent of asphalt cement by weight in mixture in accordance with the following gradation:

<b>SIEVE SIZE</b>	<b>PERCENT PASSING</b>
1 INCH	100
1/2 INCH	95-100
1/4 INCH	65-85
1/8 INCH	36-65
NO. 20	15-39
NO. 40	8-17
NO. 80	4-16
NO. 200	2-6

## 2.05 SOURCE QUALITY CONTROL

- A. Obtain asphalt materials from same source throughout the project.
- B. Provide asphalt in accordance with the approved mix design for each type of asphalt.
- C. Test samples in accordance with AI MS-2.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions and substrate.
- B. Verify that compacted subbase is dry and ready to receive work of this section.
- 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.

### 3.02 PREPARATION

- A. Pavement removal shall be kept to a minimum and not to exceed the authorized trench width plus the minimum required cut-backs as outlined in this section and Section 331100. Saw cutting shall be performed to ensure the breakage of pavement along straight lines.
- B. Apply tack coat at uniform rate of 0.03 to 0.07 gal/sq yd (0.14 to 0.32 L/sq m) to contact vertical surfaces of curbs, gutters and any asphalt or concrete material
- C. Do not apply tack coat to wet or frozen surfaces.
- D. Coat surfaces of manhole and catch basin frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

### 3.03 INSTALLATION

- A. Install work in accordance with AI MS-8.
- B. Maintain asphalt temperature between 250 and 325 degrees F (121 and 163 degrees C) during placement.
- C. Place asphalt within 24 hours of applying tack coat.
- D. Place asphalt to compacted thicknesses 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 will be required to be placed over the entire surface of the bottom course prior to any additional paving.
- E. Utilize the vibratory device on the paver at all times.
- F. Compact pavement by rolling. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- G. Compact pavement to a minimum of 94% maximum density.
- H. Develop rolling with consecutive passes to achieve even and smooth finish, without roller marks.
- I. All trenches made in asphalt road areas shall receive temporary asphalt paving at the end of each work day. Temporary asphalt must be maintained in good condition throughout the contract work. No additional payment will be made for multiple (repeat) placements of temporary asphalt on deteriorated and spalling areas of asphalt.

### 3.04 TOLERANCES

- A. Maximum Variation from Flatness: 1/8 inch measured with 10 foot straight edge.
- B. Maximum Variation from Scheduled Compacted Thickness: 1/8 inch
- C. Maximum Variation from True Elevation: 1/4 inch

### 3.05 FIELD QUALITY CONTROL

- A. Perform field inspection and testing under provisions of Section 014500.
- B. Take samples and perform tests in accordance with AI MS-2.

- C. Testing to include percent compaction, gradation and asphalt content.
- D. Cost of testing are to be borne by the contractor.

3.06 PROTECTION

- A. Protect finished work under provisions of Section 015200.
- B. Immediately after placement, protect pavement from mechanical injury until project is accepted by the Owner.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Finish grade subsoil.
- B. Place, level and compact topsoil.

## 1.02 RELATED SECTIONS

- A. A. Section 329219 - Seeding.

## 1.03 DELIVERY, STORAGE AND HANDLING

- A. Deliver topsoil to the site in uncontaminated containers.
- B. Do not stockpile topsoil over a height of 8 feet.
- C. Cover stockpiled topsoil to protect from precipitation, erosion and contamination.

## 1.04 ENVIRONMENTAL REQUIREMENTS

- A. Do not place wet or frozen topsoil.
- B. Do not place topsoil on wet or frozen ground or when precipitation is occurring.

## PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; friable loam; free of subsoil, clay or impurities, plants, weeds, roots, grass, stone and foreign matter; acidity range (pH) of 5.8 to 6.5; containing a minimum of 2.75 percent and a maximum of 25 percent organic matter. Topsoil may be reused from on-site if it meets these requirements.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify existing substrate and conditions.
- B. Verify site conditions and note irregularities affecting work of this section.
- C. Beginning work of this section means acceptance of existing conditions.

## 3.02 PREPARATION

- A. Eliminate uneven areas and low spots. Remove and dispose of debris, roots, branches and stones in excess of 1/2 inch in size. Remove and dispose of subsoil contaminated with petroleum products.
- B. Scarify subsoil to depth of 3 inches where topsoil is scheduled to be placed. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

### 3.03 INSTALLATION

- A. Place topsoil in areas where seeding, sodding or planting is scheduled or where shown on the plans.
- B. Place topsoil to the depths indicated.
- C. Use topsoil in relatively dry state. Place during dry weather.
- D. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles and contours of subgrade.
- E. Remove and dispose stone, roots, grass, weeds, debris and foreign material while spreading.
- F. Manually spread topsoil around trees, plants and building to prevent damage.
- G. Lightly roll placed topsoil.
- H. Remove surplus subsoil and topsoil from site. Do not remove surplus topsoil from the site prior to obtaining approval of the Engineer.
- I. Leave stockpile area and site clean and raked, ready to receive landscaping.

### 3.04 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect existing structures, fences, roads, sidewalks, paving and curbs. Any damage caused by the Contractor to any of these items shall be repaired promptly by the Contractor at no additional cost to the Owner.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Soil preparation.
- B. Fertilizing.
- C. Seeding.
- D. Mulching
- E. Maintenance.

## 1.02 DELIVERY, STORAGE, AND HANDLING

- A. Maintain packaged materials clean, dry and protected from damage.

## 1.03 ENVIRONMENTAL REQUIREMENTS

- A. Seed shall be sown in the spring between April 1st and May 15th or in the fall between September 1st and October 15th or at such other times as approved by the Engineer. Notify Engineer at least 48 hours in advance of the time he intends to begin sowing seed. No work shall be done during times of high winds or when excessive moisture or ice are present such that satisfactory results are not likely to be obtained.

## PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. Grass Seed: Fresh, recleaned seed of the latest crop, mixed in the proportions and meeting the standards of pure live seed content.

<b>% Grass Type</b>	<b>Minimum % Purity</b>	<b>Minimum % Germination</b>
45% Kentucky Bluegrass	90	80
45% Creeping Red Fescue	97	80
10% Perennial Rye Grass	95	95

Seed shall be delivered to the site in original unopened, labeled containers.

- B. Superphosphate: Minimum 20% available phosphoric acid.
- C. Fertilizer: Standard quality 10-6-4, 50% organic, 10% nitrogen, 6% phosphoric acid, 4% potash with 50% of available nitrogen in an organic form.
- D. Limestone: Ground dolomitic limestone containing minimum 90% calcium and magnesium carbonates. 100% shall pass the #10 mesh screen and a minimum of 50% shall pass the #100 mesh screen.
- E. Topsoil: Minimum 2.75% organic content, free of stones, lumps, roots or similar objects larger than 2-inches and shall have a pH of not less than 5.8 or more than 6.5.
- F. Water: Clean, free from oils, acids, alkalis, salt or chemicals which may inhibit grass growth.

- G. Mulch: Low grade, musty, spoiled, partially rotted hay and straw.
- H. Peat Moss: Minimum 90% organic content with moisture absorptive capacity of 450% to 500%.

### PART 3 - EXECUTION

#### 3.01 SOIL PREPARATION

- A. Areas to be seeded shall be harrowed, disced or otherwise completely pulverized to a depth of 4 inches. All stone or other unsuitable material over 2 inches in greatest dimension shall be removed from the site. After soil has been tilled to the satisfaction of the Engineer, superphosphate, at a rate of 2,000 pounds per acre, limestone at a rate of 4,000 pounds per acre and peat moss at the rate of 43 cubic yards per acre shall be applied and thoroughly disced into the soil to a depth of 4 inches.

#### 3.02 SOWING SEED AND FERTILIZING

- A. Fertilizer (10-6-4) shall be incorporated into the upper 2 inches of soil prior to seeding, at the rate of 900 pounds per acre.
- B. Sow seed at the rate of 160 pounds per acre using a mechanical distributor. After sowing, the seeded areas shall be lightly rolled with a roller weighing not more than 100 pounds per foot to width. All mechanical equipment for seeding and rolling shall be as approved and shall pass parallel to the contours unless otherwise approved, to obtain uniform coverage of all materials.

#### 3.03 MULCH

- A. Mulch, after seeding, at the rate of two (2) tons dry weight per acre in a continuous blanket over the seeded areas. Mulching shall be performed not later than three (3) days after seeding. Mulch shall be anchored on all sloped areas in a method approved by the Engineer.

#### 3.04 WATERING

- A. Water seeded areas lightly upon completion of seeding and mulching in such a manner that the soil does not wash.

#### 3.05 MAINTENANCE

- A. Maintain seeded and mulched areas from the time of planting until one (1) month after the date of final payment request, or such earlier date as determined by the Engineer. Maintenance shall consist of repairing any areas damaged following seeding and mulching operations due to wind, fire, water, mulch removal, cutting or Contractor activity. Damaged areas shall be repaired to re-establish the condition and grade of the area prior to seeding and shall then be refertilized, reseeded and remulched as specified herein.
- B. Provide irrigation to secure germination and initial establishment of the grass to the time of the first cutting.
- C. Remove mulch from seeded areas prior to the first cutting or when requested by the Engineer.
- D. Contractor shall be responsible for the first cutting of the grass only. Clippings shall be to a height of 1-1/2 inches when the grass has attained an average height of 2-1/2 inches. All clippings shall be removed by the Contractor.

3.06 INSTALLATION

- A. Seed all areas disturbed from construction operations including vehicles, equipment and trenching and excavating.

**END OF SECTION 329219**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Disinfection of water piping and valves.

## 1.02 REFERENCES

- A. ANSI/AWWA B300 - Standard for Hypochlorites.
- B. ANSI/AWWA B301 - Standard for Liquid Chlorine.
- C. ANSI/AWWA C651 - Disinfecting Water Mains.

## 1.03 SUBMITTALS

- A. Submit proposed method for introducing disinfectant into water piping.
- B. Test Reports: Indicate results comparative to specified requirements.

## 1.04 PROJECT RECORD DOCUMENTS

- A. Disinfection Report: Record:
  - 1. Type and form of disinfectant used.
  - 2. Date and time of disinfectant injection start and time of completion.
  - 3. Test and injection locations.
  - 4. Initial and 24-hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
  - 5. Date and time of flushing start and completion.
  - 6. Disinfectant residual after flushing in ppm for each outlet tested.
- B. Bacteriological, Chemical and Organic Chemical Report: Record:
  - 1. Date issued, project name and testing laboratory name, address and telephone number.
  - 2. Time and date of water sample collection.
  - 3. Name of person collecting samples.
  - 4. Test locations.
  - 5. 24-hour and 48-hour disinfectant residuals in ppm.
  - 6. Coliform bacteria and chemical test results.
  - 7. Certification that water conforms or fails to conform to New York State drinking water standards.
  - 8. Laboratory Director's signature and authority.

## 1.05 QUALITY ASSURANCE

- A. Perform work in accordance with ANSI/AWWA C651.

## 1.06 QUALIFICATIONS

- A. Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this Section with minimum three (3) years experience.
- B. Testing Firm: Laboratory specializing in testing potable water systems, approved by the New York State Department of Health.

## 1.07 REGULATORY REQUIREMENTS

- A. Conform to Recommended Standards for Water Works and applicable codes or regulations for performing the work of this Section.
- B. Water quality to conform to New York State drinking water standards after completion of disinfection.

## PART 2 - MATERIALS

## 2.01 DISINFECTION CHEMICALS

- A. ANSI/AWWA B300, Hypochlorite.
- B. ANSI/AWWA B301, Liquid Chlorine.

## PART 3 - DISINFECTION &amp; TESTING

## 3.01 EXAMINATION

- A. Verify that all piping systems have been cleaned, inspected and pressure tested.

## 3.02 EXECUTION

- A. Provide required equipment to perform the work of this Section. The Owner will provide the water required for the initial disinfection and filling of the piping, and valves, etc. The Contractor shall pay for the water required for any subsequent filling of these systems based on the Owner's retail water rate.
- B. The preferred method of chlorinating the new water mains is the continuous feed method using calcium hypochlorite granules in accordance with Section 4.4.3 of AWWA C651-05. Granules shall be placed at a minimum in accordance with Table 1 of the applicable Section. The slug method of chlorination is also acceptable and shall be performed in accordance with Section 4.4.4 of AWWA C651-05. The use of tablets for disinfection is prohibited.
- C. The use of calcium hypochlorite granules specifically intended for swimming pool use is prohibited. The contractor shall utilize only those chemicals which are NSF 60/AWWA approved for disinfection.
- D. The newly laid main shall be properly chlorinated to at least 200 ppm (mg/l) for a minimum of 24 hours, to ensure the chlorine residual at the pipe extremities and at other representative points after the retention period, is at least 200 ppm (mg/l). Treated water shall be retained in the pipe long enough to destroy all non-spore-forming bacteria.
- E. After completion of retention period, new mains shall be flushed in order to neutralize residual chlorine with a suitable quantity of one of the following neutralizing agents: sodium bisulfite, sodium sulfide or sodium thiosulfate prior to disposal to prevent damage to the environment, in accordance with ANSI/AWWA C655. Bacteria samples may not be collected until a chlorine residual representative of the existing distribution system is achieved. New mains shall be flushed at a velocity of no less than 3.0 ft/sec.
- F. Collect samples 24 & 48-hours after flushing disinfectant and refilling with potable water. Samples shall not be collected if a chlorine residual inconsistent with that of the existing distribution system is present. Any portion of the sample set which tests positive for total coliform and/or e-coli bacteria constitutes failure of the entire set with no exceptions.

- G. Field chlorine residual checks shall be performed for each sample and shall be recorded on the laboratory sampling form for inclusion in the sampling results report.
- H. Two (2) consecutive sets of bacteriological samples, taken 24 hours apart, must be collected from every 1,000 ft of new main, the end of the line and from each branch. Samples should be collected after final flushing and when the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the distribution system (ANSI/AWWA C651 Standard).
- I. Sample tap locations shall be as directed by the Engineer. Taps shall be installed to sample at a frequency as described above.
- J. If water quality in system does not meet the requirements of the Department of Health for potable water, the Contractor shall re-chlorinate or take other steps necessary to provide acceptable water quality. Samples shall be collected and analyzed after each attempt.

### 3.03 QUALITY CONTROL

- A. Test samples in accordance with ANSI/AWWA C651 and Department of Health requirements.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Water Utility Pipe
- B. Special Castings; Mechanical Joint Fittings
- C. Buried Valves & Valve Boxes

## 1.02 RELATED SECTIONS

- A. Section 312333 - Trenching
- B. Section 312323 - Backfilling
- C. Section 331300 - Disinfection of Water Utility Distribution

## 1.03 REFERENCES

- A. ANSI/AWWA C104 - Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water.
- B. ANSI/AWWA C110 - Ductile Iron and Grey Iron Fittings.
- C. ANSI/AWWA C111- Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
- D. ANSI/AWWA C150 - Thickness Design of Ductile Iron Pipes
- E. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast for Water Service.
- F. ANSI/AWWA C153 - Ductile-Iron Compact Fittings for Water Service.
- G. ANSI/AWWA C509 - Resilient Seated Gate Valves for Water Supply Service.
- H. ANSI/AWWA C600 - Installation of Ductile Iron Water Mains and Their Appurtenances.
- I. ANSI/AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings for Water Transmission and Distribution.

## 1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves and accessories.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

## 1.05 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of water mains, valves, connections, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

## 1.06 QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.

- B. The tone-out, mark-out, locating and verification of existing utilities on private property and within public Right-of-Ways are the responsibility of the contractor. All known utilities and facilities shall be verified by test holes or other means prior to commencing water main installation. No compensation will be paid to the contractor for lost time due to improper or inadequate utility investigation.
- C. The contractor shall conform to the standard traffic requirements of the New York State Manual of Uniform Traffic Control Devices for work in Public Roadways.
- D. Valves: Manufacturer's name and pressure rating marked on valve body.

#### 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to ensure they are kept free from damage.
- B. Store piping and valves to ensure that their interiors are kept free of debris, organics or animals.
- C. Deliver and store valves in shipping containers with labeling in place.

### PART 2 - PRODUCTS

#### 2.01 WATER UTILITY PIPING

- A. Cement-Lined Ductile Iron Pipe
  - 1. Approved Manufacturers:
    - a. US PIPE
    - b. McWANE DUCTILE
    - c. AMERICAN CAST IRON PIPE COMPANY
  - 2. Cement-Lined Ductile Iron Pipe meeting AWWA C150/C151 :
    - a. Special Class 52 for all pipe 14 inches and smaller.
  - 3. Interior lining shall be double-thick cement with a minimum thickness of 1/8" (125 mils) in accordance with AWWA C104.
  - 4. Exterior of pipe shall have an exterior bituminous coating measuring 1 mil in thickness and be marked with the manufacturer name, date of casting and pressure class.
- B. Ductile Iron Pipe Accessories:
  - 1. Joints: ANSI/AWWA C111, vulcanized rubber gaskets for push-on pipe; mechanical joint with rods and retainer glands for fittings.
  - 2. Field lock gaskets by US Pipe Model 350 or approved equal shall be utilized on all push-on joints or as directed by the Engineer.
  - 3. Gaskets shall be free from porous areas, foreign materials and visible defects. No reclaimed rubber shall be used.
  - 4. Lubricant for Joints: Nontoxic, NSF-61 certified, shall not support the growth of bacteria, and shall have no deteriorating effects on the gasket or pipe material.
  - 5. Wedges: Bronze, installed at each push-on joint. (CLDIP only)
- C. Polyvinyl Chloride Pressure Pipe
  - 1. Approved Manufacturers:
    - a. JM Eagle
    - b. North American Pipe Corporation
    - c. Approved Equal
  - 2. Polyvinyl Chloride Pressure Pipe meeting AWWA C900:
    - a. Pressure Class 235 psi (DR-18)
  - 3. Gasket for PVC pipe shall be in conformance with ASTM F477.

4. Exterior of pipe shall be marked with identification markings in conformance with AWWA Standard C900.
5. Restraint harnesses shall be used on all push-on joints. Restraint harnesses will be epoxy coated ductile iron with a pressure rating of 235 psi. EBBA 1900 Split Serrated Restraint Harness or approved equal shall be used.

## 2.02 SPECIAL CASTINGS

- A. Manufacturers:
  1. US PIPE
  2. SIGMA CORP.
  3. TYLER UNION
  4. APPROVED EQUAL
- B. Material:
  1. Fittings shall be in accordance with ANSI/AWWA C110 (full-bodied) or ANSI/AWWA C153 (compact).
  2. Fittings shall be ductile iron.
  3. Ductile iron fittings shall have a pressure rating of 350 psi.
  4. Fittings shall be cement lined.
- C. Mechanical Joint fittings shall be used with "push-on" joint pipe with the joint conforming to AWWA Specifications.
- D. Rubber gaskets shall be used at each pipe connection. Rubber gaskets shall be vulcanized rubber that is free of porous areas, foreign materials and visible defects. No reclaimed rubber shall be used. The size, mold number, gasket manufacturer's mark, the letters "MJ" and the year of manufacture shall be molded in the rubber.
- E. Wedge type restraining glands shall be required at all mechanical joints and shall specifically be manufactured for either ductile iron or PVC pipe.
  1. Manufacturer:
    - a. EBAA IRON WORKS
    - b. FORD METER BOX CO.
    - c. SIGMA CORPORATION
    - d. TYLER UNION
    - e. US PIPE
    - f. Approved equal
  2. Wedge type restraining glands shall be secured to fittings using alloy steel T-head bolts and hex-head nuts.

## 2.03 BURIED VALVES

- A. Resilient Wedge Gate Valves (up to 12")
  1. Acceptable Manufacturers:
    - a. MUELLER COMPANY; A-2380-21
    - b. CLOW VALVE COMPANY
    - c. KENNEDY VALVE CO.
  2. All vertical gate valves up to and including 12-inch diameter shall conform to AWWA Specification C509 or latest revision, and shall be specified as follows:
    - a. Select from below as required:
    - b. Material: Iron body, bronze mounted.
    - c. Pressure: 250 psi minimum working pressure.
    - d. Wedge: Cast iron wedge with urethane rubber coating (encapsulated). The rubber/metal bond shall be tested to meet ASTM D429.

- e. Stem: Forged bronze, non-rising stem with two "O" ring seals.
  - f. Wrench Nut: Two-inch square (at base) wrench nut opening to the left or counterclockwise.
  - g. Mechanical Joint Ends: Mechanical joint ends complete with all joint accessories including rubber gaskets.
  - h. Painting: The body and bonnet shall be coated with a fusion coating both interior and exterior to meet AWWA Standard C550.
  - i. Markings: Markings shall be cast on the bonnet or body of each valve, and shall show the manufacturer's name or mark, the year the valve casting was made, the size of the valve, and the designation of working water pressure for 4 to 12-inch valves.
  - j. Affidavit of Compliance: The Contractor shall have the manufacturer provide an affidavit directly to the Engineer that all valves supplied on this project comply with all applicable provisions of AWWA Specification C509, and that each valve was subjected to and passed the 500 psi hydrostatic test without leakage. No final payment for valves will be made until this Affidavit of Compliance is received by the Engineer.
- B. Valve Boxes
- 1. Manufacturer:
    - a. BINGHAM & TAYLOR
    - b. SIGMA CORPORATION
    - c. TYLER UNION
  - 2. Valve boxes shall be three piece, sliding type with 8" x 5-1/4" cast iron flanged bottom section, 9" x 6-1/8" ductile iron top section and 7" ductile iron drop lid with "WATER" cast on cover.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION - PIPE

- A. Remove scale and dirt, on inside and outside, before assembly.
- B. Bevel plain ends of cut pipe at push-on joints.
- C. Excavate pipe trench in accordance with Section 312333 for work of this section. Hand trim excavation for accurate placement of pipe to elevations indicated.
- D. Place bedding material at trench bottom; level fill materials in one continuous layer not less than 6 inches compacted depth; compact to 95 percent maximum dry density.
- E. Maintain optimum moisture content of bedding material to attain required compaction density.
- F. The Contractor shall be responsible for verifying the location of the existing water mains and other utilities along the entire route of the project.
- G. The Contractor must have experienced personnel in his employ to perform the cut-ins and connections to the existing water mains and have available equipment necessary for cutting ductile iron, cast iron, asbestos cement and miscellaneous piping in the existing distribution system.
- H. Suitable facilities shall be available for proper dewatering, drainage and disposal of water removed from dewatered lines and excavations, without damage to adjacent properties. Exposed ends of the water main shall never be submerged either partially or fully.
- I. Maintain a 10 foot horizontal and 18 inch vertical separation of water main from all storm and sanitary sewer facilities. The Contractor shall install the water main with the minimum cover

indicated in the Contract Documents. The Contractor shall verify the depth of any existing service laterals to the structures prior to crossing of same.

- J. Pipe trenches shall be of minimum width and allow six (6) inches on each side of the bell with sufficient width to allow straight alignment of pipe and provide sufficient room for joint-ing as required and to allow the backfill to be placed as specified.
- K. Only new full-lengths of pipe shall be delivered to and utilized on this project. Field cut pieces with bell ends shall be a minimum of 5 feet in length. Smaller pieces shall not be permitted for use and shall be removed from site.
- L. Pipe shall be laid with the bell end facing in the direction of laying. Where pipe is laid on a grade of 10% or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe up gradient.
- M. Install pipe to indicated elevation to within tolerance of 1/2 inch.
- N. Clean bell end of pipe prior to placing gasket. Apply lubricant to both gasket and plain end of pipe.
- O. Do not field cut pipe within 24 inches of bell or 8 inches of spigot end. Verify the pipe diameter of cut end.
- P. Route pipe in straight line where possible. Joint deflections are permitted as outlined in ANSI/AWWA C600.
- Q. Install and test ductile iron piping and fittings to ANSI/AWWA C600.
- R. For installation of CLDIP, at each joint, two serrated silicon bronze wedges shall be driven into the rubber gasket after the pipe is pushed into place. The wedges shall be installed on opposite sides of the joint on a horizontal plane. Both wedges shall be started in together and driven with a hammer with blows on alternate sides so as not to displace the spigot end to one side of the pipe.
- S. For installation of PVC main, install on 6" clean sand bedding and backfill with clean sand to 6" above top of pipe. Detectable Marking Tape shall be installed above PVC piping in trench as shown on the contract drawings.
- T. Establish elevations of buried piping to ensure not less than 4 feet of cover unless otherwise indicated on plans or specifically approved by Engineer or Owner in field.
- U. Trench widths shall not exceed the following authorized widths prior to cut-back:
  - 1. Less than 12-inches diameter mains: 30 inches
  - 2. 12-inch & 16-inch diameter mains: 36 inches
- V. Pavement removal shall be kept to a minimum and not exceed the preceding authorized widths. Sawing, drilling or chipping shall be used to ensure the breakage of pavement along straight lines. Final restoration limits shall include a 12-inch cut-back on all sides of the trench.
- W. Backfill trench in accordance with Section 312323. Backfill around sides and to top of pipe with fill, tamped in place and compacted to 95 percent maximum dry density.
- X. The contractor shall restore, replace and/or reposition all decorative lawn ornaments, and miscellaneous items disturbed during water main installation including but not limited to the following: stones, brick driveway pavers, fences, signs, sprinklers, shrubs and trees.

## 3.02 DISINFECTION AND BACTERIA SAMPLING OF WATER UTILITIES

- A. Flush and disinfect system in accordance with Section 331300.

## 3.03 PRESSURE TESTING

- A. Perform hydrostatic pressure testing after disinfection, but prior to bacteria sampling.
- B. Expel all air from piping system, including pipe, valves and appurtenances. All new water mains shall be pressure tested to a minimum of 150 psi or 1.5 times line pressure, whichever is greater. The pressure test shall be held for a minimum of two hours with no leakage.
- C. Remove and replace any defective pipe, fittings, valves, and appurtenances. Repeat pressure test until satisfactory to Engineer.

## 3.04 INSTALLATION - SPECIAL CASTINGS

- A. Tighten glands in accordance with manufacturers direction.
- B. Ensure that fittings are free of dirt and debris prior to installation.
- C. Support fitting with solid blocking in areas of over excavation. Wood wedges, blocking and supports are prohibited.
- D. The contractor shall install a minimum of two ¾-inch steel tie rods on mechanical joint fittings. Additional tie-rods may be requested on vertical pipe or by Engineer in areas of high pressure.
- E. Steel tie rods shall be secured to fittings using ¾" steel eye-bolts, washers and nuts. The use of ductile iron "Duc-Lugs" is prohibited. Steel tie rods shall be secured to pipe using half-moon pipe clamps, restraints, washers and nuts.
- F. Bell ends of pipe shall not be installed within 5 feet of a mechanical joint assembly without being further restrained by locking gaskets and tie rods.
- G. Concrete blocking shall be applied on all pipe lines 4-inch in diameter and larger at all hydrants, tees, plugs, caps, and at bends deflecting 22-1/2 degrees or more. Blocking shall be placed between solid ground and the fitting to be anchored. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair. Size of blocking and minimum bearing area shall be in accordance with the Bearing Area Table within this specification section.
- H. Form and place concrete for thrust blocks at each elbow or change of direction of pipe.

**BEARING AREA TABLE**

Pipe Size	Dead End of Tee	90 Degree Bend	45 Degree Bend	22½ Degree Bend
4 in	1 ft2	1 ft2	¾ ft2	½ ft2
6 in	2 ft2	3 ft2	2 ft2	1 ft2
8 in	4 ft2	5½ ft2	3 ft2	1½ ft2
10 in	6 ft2	8½ ft2	4½ ft2	2½ ft2
12 in	9 ft2	12 ft2	6½ ft2	3½ ft2
>16 in	15 ft2	22 ft2	12 ft2	6 ft2

- I. Concrete for Thrust Blocks: Portland Cement Concrete; 2,000 psi minimum strength at 28 days. Solid precast concrete blocking meeting the compressive strength requirement shall also be acceptable for use. When solid blocking is utilized, the contractor shall fill all annular spaces with cement or mortar. The use of wood wedges or blocking is not permitted.

### 3.05 INSTALLATION - VALVES

- A. Set valves on solid bearing.
- B. Contractor is responsible for ensuring that all valve boxes are plumb and centered over the operating nut until after final asphalt restoration is complete.
- C. Contractor shall adjust boxes prior to final restoration. The use of "Rite-Hite" type adapters is not permitted on new construction.

### 3.06 NOTIFICATIONS

- A. The Engineer and local water utility shall be notified at least 24 hours in advance and immediately prior to any of the following:
  - 1. Commencing work or starting again after more than a 72-hour shutdown.
  - 2. Admitting water to a new section.
  - 3. Flushing or blowing off water mains.
  - 4. Chlorination of water mains.
  - 5. Shutting down water mains or service to consumers. Consumers should also be informed at least 24 hours in advance and immediately prior to shutting down service.
  - 6. Disinfection and reconnection of house services.
  - 7. The permanent shutting down of existing water mains or house services.

### 3.07 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with Owner requirements.
- B. Leakage testing shall be in accordance with ANSI/AWWA C600.
- C. Compaction testing shall be in accordance with ANSI/ASTM D1557.
- D. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 RELATED SECTIONS

- A. Section 312333 - Trenching.
- B. Section 331411 - Water Utility Distribution Piping.
- C. Section 331300 - Disinfection of Water Utility Distribution.

## 1.02 REFERENCES

- A. ASTM B88 - Seamless Copper Tube.
- B. AWWA C800 - Underground Service Line Valves and Fittings.

## 1.03 SUBMITTALS

- A. Submit under provisions of Section 013300
- B. Product Data: Provide data on pipe materials, pipe fitting and accessories.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

## 1.04 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of piping mains, valves, connections, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

## 1.05 QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.

## PART 2 - PRODUCTS

## 2.01 COPPER PIPING AND ACCESSORIES

- A. All underground copper piping, for potable water shall be soft annealed Type "K" with fittings per ANSI/AWWA C800.
- B. Copper Tubing: ASTM B88, Type "K" annealed and AWWA C800, with the following accessories:
  - 1. Fittings: ANSI/ASME B62, cast bronze
  - 2. Joints: AWWA, Compression Gasket
- C. Couplings for 1" shall be copper to copper (compression-type) by MUELLER COMPANY, No. H-15403, Flar fittings shall not be utilized.

## 2.02 CORPORATION STOP

- A. Corporation stops to be MUELLER COMPANY No. H-15008N for 1-inch and H-15013N for 1-1/2" or 2" or specifically approved equal.

- B. Water service bronze body with AWWA standard thread inlet and copper AWWA outlet, complete with straight coupling nuts. Ball valve type corporation stops may also be utilized.
- C. A service saddle shall be utilized on all taps greater than 1-inch. Service saddles shall be by MUELLER COMPANY, Model DRZA or specifically approved equal.

### 2.03 CURB STOPS

- A. All curb stops shall be by MUELLER COMPANY, No. H-15202. Ball valve curb stops may also be utilized if pre-approved by the Water District. Specifically approved equal shall be as manufactured by the FORD METER BOX COMPANY.
- B. All metal parts shall be constructed of water service bronze. The curb stop shall have a combined tee and cap and an inverted tapered key with 1/4-inch hole drilled in cap for attaching a stationary rod. The valve shall open to the left (counterclockwise).

### 2.04 EXTENSION SERVICE BOXES

- A. Extension service boxes shall be constructed of extra grade gray iron cover and base, steel extension pipe; with a small arch pattern base for 1/2-inch through 1-1/2-inch curb stops; adjustment between 4 and 5 feet; complete with stationary inside stop rod; one-piece lid with two holes for removal with spanner wrench.
- B. Curb valve shall be located within a No. 6 round, three-piece cast iron, 5-1/4 inch shaft, sliding type valve box with "WATER" cast on the cover.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Before tapping, the pipe to be tapped shall be thoroughly cleaned by removing all dirt and scale. The main shall be tapped on the side facing the house. All copper service pipes shall be installed at 4'-6" minimum cover with slack left at the corporation stop.
- B. The Contractor shall furnish and install all materials and incidentals as outlined herein including the copper tubing, complete from the new corporation stop to within 5 feet of the existing building face and as indicated on the plans. The new installation shall include all costs to furnish and install the corporation stop, saddle, 'K'-copper, and union.
- C. In making cuts in copper service pipe, the most modern equipment shall be used to produce a square cut. The tubing, after cutting, shall be cut square, burrs removed and reamed. Fittings, sockets and tube ends shall be thoroughly cleaned to a bright finish. All solder joints shall be fluxed using either 95/5 tin/antimony or silver solder. NO LEAD SOLDER WILL BE PERMITTED.
- D. On completion of the service connection, the corporation stop shall be left on.
- E. All new copper service piping crossing existing drainage piping, etc. shall be installed at a 4'-6" minimum cover wherever possible. In areas where 4'-6" cover cannot be maintained, the Contractor will be allowed to cross the drainage piping with an absolute minimum cover of 3'-6", otherwise the new service shall be installed under the drainage piping, etc. All new services installed with cover between 3'-6" and 4'-6" due to drain interference, etc., shall be wrapped with felt wrapping and tar paper or other approved frost wrap protection. A minimum of ten-foot horizontal separation shall be maintained between the new water service and any sanitary sewer facilities including; pipes, tanks and pools.

- F. The Contractor shall take all necessary precautions to minimize damage to any underground utility. Damage to any utility shall be immediately repaired and the cost of such repair shall be the responsibility of the Contractor. No water service shall be accepted which has been installed through any storm drain, etc.

3.02 FIELD QUALITY CONTROL

- A. Flush new service line prior to installing meter, backflow device and connecting to existing service.
- B. Before piping is concealed, recheck it for leaks.

**END OF SECTION**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Fire Hydrant Assemblies

## 1.02 RELATED SECTIONS

- A. Section 312333 - Trenching
- B. Section 312323 - Backfilling
- C. Section 331300 - Disinfection of Water Utility Distribution
- D. Section 331411 - Water Utility Distribution Piping

## 1.03 REFERENCES

- A. ANSI/AWWA C502 - Dry Barrel Fire Hydrants.

## 1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Provide data on hydrant assemblies.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

## 1.05 QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.

## 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to ensure they are kept free from damage.

## PART 2 - PRODUCTS

## 2.01 FIRE HYDRANT ASSEMBLIES

- A. Acceptable Manufacturers:
  - 1. CLOW VALVE COMPANY, Medallion.
  - 2. MUELLER, Supercenturion 250 No. A-421.
- B. Hydrant: ANSI/AWWA C502, dry barrel type, inside dimension of 6 inches minimum, with minimum 4.50 inch diameter valve seat opening; minimum net water area of barrel not less than 190 percent of valve opening; 6 inches mechanical joint inlet connection with accessories, gland bolts and rubber gaskets.
- C. Hose Connection: Two 2-1/2 inch (64 mm) diameter hose nozzles conforming to NATIONAL STANDARD dimensions (7-1/2 threads per inch).
- D. Hydrants shall be equipped with non-kinking chains.
- E. Steamer Connection: One 4-1/2 inch (114 mm) pumper nozzle conforming to NATIONAL STANDARD dimensions (4 threads per inch)

- F. Hydrant Extensions: Fabricate in multiples of 6 inches (150 mm) with rod and coupling to increase barrel length. Extensions shall be of the same manufacturer as the hydrant.
- G. Operating nut and outlet nozzle caps shall be square (4 sided) in shape, 1-1/2 inches flat to flat dimension at the base and open to the left or counterclockwise. A clearly visible arrow and the word "OPEN" shall be cast in relief on the top of the hydrant.
- H. Where indicated on the plans or by the Engineer, hydrant protector posts shall be 4-inch diameter cast iron, ductile iron or steel, filled with concrete and measure a minimum of 6-1/2 feet long. Post to be exposed a minimum of 36" feet above grade and be painted with two coats of reflective yellow exterior paint.
- I. All hydrants designated to be removed shall be delivered to the Owner. The Contractor shall use extreme care so as not to crack the hydrant or hydrant shoe.
- J. A poured concrete hydrant bracing pad shall be installed around the base of each hydrant from 3" to 6" below finished grade. Pad shall be a minimum of 4" thick.
- K. Each hydrant shall be equipped with a reflective orange mini flag measuring 4 inches by 5 inches. Flag shall be mounted on a 64-inch x 3/8 inch diameter reflective fiberglass shaft. Shaft shall be mounted to the back of the hydrant bonnet with a spring loaded L-bracket and plate.
- L. Finish: Primer and two coats of enamel to barrel and top section. All dirt, grease, rust or other contaminants shall be removed from the hydrant surface prior to painting.
  - 1. Color:
    - a. Barrel color shall be orange.
    - b. Bonnet color shall be aluminum.
    - c. Cap color shall be aluminum.
- M. The Contractor shall provide to the District two (2) safety flange repair kits. Manufacturer of repair kits and hydrants shall be the same.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION - HYDRANTS

- A. Set hydrants plumb and locate steamer connection perpendicular to roadway.
- B. Set hydrants to grade, with center of steamer connection at least 18 inches aboveground.
- C. Attach hydrant control valve to anchoring tee unless otherwise directed by Owner or Engineer. Attach hydrant to valve with a minimum of two 3/4" steel tie rods in all cases.
- D. Provide a drainage pit surrounding the hydrant 36 inches square by 24 inches deep filled with 1 inch diameter washed gravel. The stone shall be placed to a point 1 foot above the bottom flange.
- E. Brace behind elbow of hydrant with 4,000 psi minimum concrete having a minimum bearing area of 3 sq ft against unexcavated earth. A precast concrete block shall be installed beneath the elbow.

#### 3.02 FIELD QUALITY CONTROL

- A. After activation of water main and hydrant, each hydrant shall be operated with the main valve fully opened and closed to ensure proper drainage and operation.

B. Field inspection and testing will be performed in accordance with District requirements.

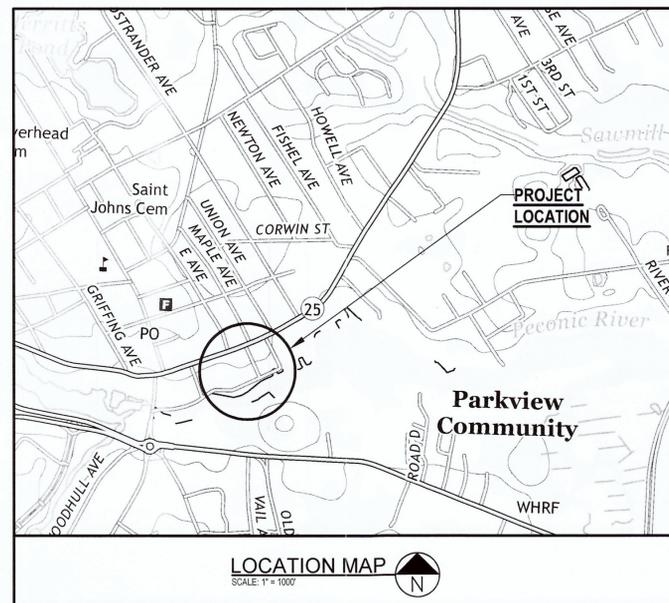
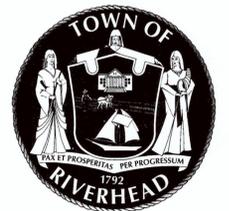
**END OF SECTION**

# Riverhead Water District

Town of Riverhead, Suffolk County, New York

## Installation of Water Mains and Appurtenances Riverview Lofts (AKA Georgica Green)

RDWD1752  
NOVEMBER 2018



**SUPERVISOR**

Laura Jens-Smith

**TOWN BOARD**

Jodi Giglio  
Tim Hubbard  
Catherine Kent  
James Wooten

**TOWN CLERK**

Diane Wilhelm

**SUPERINTENDENT**

Mark Conklin

**ASSISTANT SUPERINTENDENT**

Thomas Kruger

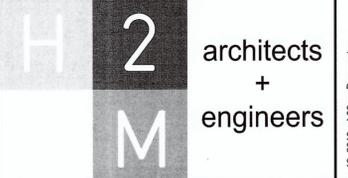
**DRAWING LIST**

**INFORMATIONAL DRAWINGS**

T0.0 COVER SHEET

**WATER MAIN DRAWINGS**

WM0.0 GENERAL NOTES & LEGEND  
WM1.0 WATER MAIN PLAN  
WM1.1 WATER MAIN PLAN  
WM2.0 DETAILS  
WM2.1 DETAILS



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DESIGNED BY: DJR  
DRAWN BY: PTS  
CHECKED BY: [blank]  
REVIEWED BY: [blank]  
PROJECT No: RDWD1752  
DATE: NOVEMBER 2018  
SCALE: AS SHOWN

**Riverhead Water District**

Riverview Lofts  
(AKA Georgica Green)

221 East Main Street  
Riverhead, NY

STATUS: FINAL BID DOCUMENT

DRAWING No: T0.0

SHEET No: 1  
OF 6









