

INC. VILLAGE OF NORTHPORT
 SANITARY SEWER PIPE REPLACEMENT,
 113 BAYVIEW AVENUE

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN PURSUANT TO GENERAL MUNICIPAL LAW SECTION 103 THAT Sealed Bids will be received by the Village Clerk of the Inc. Village of Northport at Village Hall, 224 Main Street, Northport, New York, 11768, on or before **11 a.m.** prevailing time on **Tuesday, March 24, 2020** at which time they will be publicly opened and read, and the Contract awarded to the lowest responsive and responsible bidder, as soon as is practicable, for the following project:

**PROJECT: NortV 20-01-04
INC. VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE**

For further information, contact:

Anthony Zalak
J.R. Holzmacher P.E., LLC
3555 Veterans Memorial Highway, Suite A
Ronkonkoma, New York 11779-7636
(631) 234-2220

Drawings and specifications may be examined and obtained at the Village Hall, Village Clerk's Office, between the hours of 9:00 a.m. and 4:30 p.m. daily, except Saturdays, Sundays and Holidays on or after **Monday March 9, 2020**. Contract documents will be available only on Flash Drive format. No bid deposit will be required.

Each proposal must be accompanied by a bid bond or certified check, made payable to the Incorporated Village of Northport in an amount of five (5%) of the total base bid.

The Village of Northport reserves the right to reject any or all bids, to waive any informality in any bid, and to accept that bid which it deems most favorable to the interests of the Village. All bids must be submitted in a sealed envelope clearly marked "Sealed Bid – Sanitary Sewer Pipe Replacement 113 Bayview Avenue" and the appropriate Contract Number and name.

Final award is conditioned upon, and subject to, any and all federal, state and local agencies having jurisdiction or authority over this project.

Dated: Friday, February 28, 2020

BY ORDER OF THE VILLAGE OF NORTHPORT,
BOARD OF TRUSTEES

Donna Koch
Village Clerk

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INSTRUCTIONS TO BIDDERS

**The Village Board of the Inc. Village of Northport will receive SEALED PROPOSALS for:
SANITARY SEWER PIPE REPLACEMENT, 113 BAYVIEW AVENUE**

A non-mandatory pre-bid site meeting will be held at the project site on Monday, March 16, 2020 at 11:00 am. Any questions presented by attendees that day will be noted and an official response will be provided, to prospective Bidders who have obtained a bid package, no later than Friday, March 20, 2020. The close of accepting questions will be Friday, March 20, 2020 by 3 pm.

Bids are to be submitted in sealed, opaque envelopes and will be received by the Village Board of the Inc. Village of Northport at the Village Hall, 224 Main Street, Northport, New York, no later than 11 AM, prevailing time, on Tuesday, March 24, 2020 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 the physical delivery of the bid at the time and place set for opening of bids.

All proposals, qualifications and either the certified check or bid bond for this project must be placed in a sealed envelope bearing the bidder's firm name and address, and marked "PROJECT NO. NortV 20-01-04 SANITARY SEWER PIPE REPLACEMENT, 113 BAYVIEW AVENUE", but otherwise unmarked.

PLANS AND SPECIFICATIONS

Complete sets of the plans and specifications and contract documents, in electronic format on Flash Drive, may be obtained at the Village Hall on and after Monday, March 9, 2020 between the hours of 9:00 A.M. and 4:30 P.M. daily, except Saturdays, Sundays and Holidays at no cost. Bidders are responsible for their own printing costs in generating hard copies of contract documents, plans and specifications.

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 (5) percent of the total amount of the bid. Such check shall be made payable to, INC. VILLAGE OF NORTHPORT, NEW YORK, and the amount thereof shall be the measure of liquidated damages which the Village may sustain by the failure, neglect or refusal of the bidder to execute and deliver the contract, should the contract be awarded to him.

The checks of all unsuccessful bidders will be returned upon the rejection of bids or 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.

PROPOSAL

The Proposal contained herein shall be used in making out bids. Any proposal not in accordance

INSTRUCTIONS TO BIDDERS

with these instructions, or containing bids not asked for, may be rejected. No proposal will be received from any bidder unless he is known to be skilled in work of a similar nature to that covered by this proposal. While separate prices may be required for various items under this contract, it is understood that the contract will be awarded as a whole, except as specified.

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 a part of every proposal received.

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

Each bidder shall fill out in ink, in both words and figures, in the spaces provided, his unit or lump sum bid, as the case may be, for each item in said Proposal for which he is submitting a bid.

No bid will be considered which does not include bids for all items in the proposal.

If the contract is not executed by the Village Board within ninety (90) days after the receipt of bids, the obligation of the bidder upon his proposal may terminate, if there are no additional agreements to the contrary between the Owner and Contractor, and he shall thereupon be entitled to a refund of his certified check or release of the bid bond furnished by him as security with his proposal.

Final award is conditioned upon, and subject to, any and all federal, state and local agencies having jurisdiction or authority over this project.

NAME OF BIDDER

Each bidder must state in his proposal his full name and business address, and the full name of every person, firm or corporation interested in the same, and the address of every person or firm or president and secretary of every corporation interested with him. If no other person be so interested, he must distinctly state that fact, and that his proposal is made without any connection directly or indirectly with any other bidder for the work particularly mentioned in his proposal; that it is in all respects without fraud or collusion, and that no person acting for or employed by the Inc. Village of Northport is directly or indirectly interested therein, or in the supplies of work to which it relates, or in any portion of the prospective profits thereof.

VERBAL ANSWERS

The Village 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 drawings or specifications given prior to the awarding of the contract.

INSTRUCTIONS TO BIDDERS

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, 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.

LABOR

The successful bidder shall employ local labor, insofar as the same may be reasonably available. The hourly rate of wage which shall be paid for laborers, workers, or mechanics employed in the performance of this contract, shall be that designated by the Industrial Commissioner of the State of New York, during the time period in which the work is performed.

QUALIFICATIONS OF BIDDERS

The Village 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 proposals, or upon which the bidders do not comply with the requirements of the Board as to their qualifications.

All bidders must prove to the satisfaction of the Village Board that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to successfully complete the proposed work, and that they have performed and successfully completed similar work to an extent which, in the opinion of the Village Board, will qualify them by experience to successfully complete the proposed work.

In determining the qualifications of a bidder, the Village Board will consider his record in the performance of any contracts entered into by him 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 Village Board may request.

The Village 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, materialmen or employees is not satisfactory to the Village Board, or if the evidence submitted by or the investigation of such bidders fails to satisfy the Village Board that he is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

PERFORMANCE AND MAINTENANCE BOND

The successful bidder shall be required to furnish, at the execution of the contract, an executed bond of a surety company authorized to do business in the State of New York and approved by the Village Board in an amount equal to 100 percent of the total amount of the contract, guaranteeing to the Board the faithful performance of the contract, and payment of all claims for

INSTRUCTIONS TO BIDDERS

materials, labor and wages in connection therewith. Said bond is to remain in force for one (1) year after the final completion and acceptance of work under this contract and in such form as is acceptable to the Village Board.

SIGNATURE OF CONTRACTOR

The bidder to whom a contract may be awarded shall attend at the office of the Village Board with the sureties offered by him within seven (7) days, Sundays excepted, after date of notification by mail of the acceptance of his proposal, and there sign the contract in triplicate 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 his proposal shall be forfeited to the Village Board, or the penalty of the Bid Bond shall be invoked.

CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until he has obtained and had approved by the Village Board 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 and approved by the Village Board.

WAIVER OF IMMUNITY

Attention of the bidder is hereby directed to the requirements of the General Municipal Law of the State of New York, and in particular to Chapter 94 regarding "Waiver of Immunity", as indicated in the Contract.

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 the date of the final payment request as prepared by the Engineer.

Work is required to be completed to the satisfaction of the Engineer, and in substantial accordance with the specifications hereunto annexed and as ordered by the Engineer.

**VILLAGE BOARD
INC. VILLAGE OF NORTHPORT
SUFFOLK COUNTY, NEW YORK**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Inc Village of Northport
Anthony Zalak, Project Manager
3555 VETERANS MEMORIAL HIGHWAY
Suite A
RONKONKOMA NY 11779

Schedule Year 2019 through 2020
Date Requested 02/18/2020
PRC# 2020002146

Location Residence
Project ID#
Project Type Sanitary sewer pipe replacement

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 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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.

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.

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Inc Village of Northport
Anthony Zalak, Project Manager
3555 VETERANS MEMORIAL HIGHWAY
Suite A
RONKONKOMA NY 11779

Schedule Year 2019 through 2020
Date Requested 02/18/2020
PRC# 2020002146

Location Residence
Project ID#
Project Type Sanitary sewer pipe replacement

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

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

(05.19)

**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

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

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

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

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

**These wages are set by law and must be posted
at the work site. They can also be found at:**
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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Suffolk County General Construction

Asbestos Worker **02/01/2020**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2019

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 \$ 8.70
 Removal & Abatement 4-12a - Removal Only

Boilermaker **02/01/2020**

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: 07/01/2019 01/01/2020

Boilermaker	\$ 59.17	\$ 61.24
Repairs & Renovations	59.17	61.24

SUPPLEMENTAL BENEFITS
 Per Hour: 07/01/2019 01/01/2020

Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.35	+ \$ 25.38

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

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

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

HOLIDAY
 Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 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)	07/01/2019 32% of Hourly Wage Paid Plus Amount Below	01/01/2020 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.38	\$ 19.41
2nd Term	20.24	20.26
3rd Term	21.08	21.11
4th Term	21.94	21.96
5th Term	22.79	22.82
6th Term	23.65	23.68
7th Term	24.48	24.52

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

4-5

Carpenter

02/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Piledriver	\$ 54.63
Dockbuilder	\$ 54.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 51.63
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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
\$21.85	\$27.32	\$35.51	\$43.70

Supplemental benefits per hour:

All Terms:	\$ 33.97
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8-1556 Db

Carpenter

02/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Carpet/Resilient

Floor Coverer \$ 50.50

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 45.83

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:

\$ 31.09

8-2287

Carpenter

02/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Marine Construction:

Marine Diver \$ 69.22

Marine Tender 49.14

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 51.58

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 \$ 21.85

2nd year 27.32

3rd year 35.51

4th year 43.70

Supplemental Benefits

Per Hour:

All terms \$ 33.97

8-1456MC

Carpenter

02/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Building

Millwright \$ 54.20

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 53.66

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.
\$29.16	\$34.46	\$39.76	\$50.36

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.51	\$38.16	\$42.46	\$49.12

8-740.1

Carpenter

02/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Timberman \$ 50.05

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

\$ 50.88

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
	\$20.02	\$25.03	\$32.53	\$40.04

Supplemental benefits per hour:

All terms \$ 33.61

8-1556 Tm

Carpenter

02/01/2020

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: 07/01/2019 10/18/2019

Core Drilling:

Driller \$ 40.44 \$41.19

Driller Helper 32.12 32.62

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: 07/01/2019 10/18/2019

Driller and Helper \$ 26.70 \$ 27.95

OVERTIME PAY

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

HOLIDAY

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

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

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

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

02/01/2020

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2019

Carpenter (Building) \$ 49.38

Carpenter (Heavy Highway) \$ 49.38

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter
 Categories \$ 32.81

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the following:

Per Hour:

1st	2nd	3rd	4th	5th
\$ 23.73	\$ 27.86	\$ 29.93	\$ 32.00	\$ 33.13

Supplemental Benefits

Per Hour:

All Terms: \$ 18.10

4-Reg.Council Nass/Suff

Electrician

02/01/2020

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2019 03/30/2020

Electrician		
Electrical Maintenance	\$ 43.70	\$ 44.12
Traffic Signal	\$ 44.60	\$ 45.05

"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 + \$18.52	12% of Hourly Wage Paid + \$18.60
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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 40%	2nd 50%	3rd 60%	4th 70%	5th 80%	6th 90%
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Supplemental Benefits:

	07/01/2019	03/30/2020
1st	3% + \$3.65	3% + \$3.65
2nd	8% + \$4.19	8% + \$4.19
3rd	9% + \$5.20	9% + \$5.20
4th	10% + \$ 6.96	10% + \$ 6.96
5th	11% + \$10.91	11% + \$10.91
6th	12% + \$14.01	12% + \$14.01

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

4-25m

Electrician **02/01/2020**

JOB DESCRIPTION Electrician **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour: 07/01/2019 3/29/2020

Tree Trimmer/Remover
 Line Clearance Specialist \$ 34.71 \$ 35.75

Groundman* \$20.83 \$ 21.45

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

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company workforce on Project.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019 3/29/2020

Tree Trimmer 20.25% of Hourly 20.50% of Hourly
 Line Clearance Specialist Wage Paid + Wage Paid +
 and Groundman \$10.57 \$11.07

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 **02/01/2020**

JOB DESCRIPTION Electrician **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour: 07/01/2019 04/26/2020

Electrician/Wireman \$ 53.00 \$ 54.00
 HVAC Controls 53.00 54.00
 Fire Alarms 53.00 54.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	04/26/2020
Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$ 27.52	16% of Hourly Wage Paid + \$ 29.16

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

	07/01/2019	04/26/2020
1st	3% + \$5.15	3% + \$5.15
2nd	8% + \$6.32	8% + \$6.32
3rd	9% + \$7.45	9% + \$7.45
4th	10% + \$8.74	10% + \$8.74
5th	13% + \$10.97	13% + \$10.97
6th	14% + \$17.23	14% + \$17.23

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

Electrician **02/01/2020**

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2019
 Electrician
 Pump & Tank \$ 41.65

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician
 Pump & Tank 65.25%
 of *Wage
 Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st Term	\$ 12.50
2nd Term	\$ 14.58
3rd Term	\$ 16.66
4th Term	\$ 18.74

5th Term \$ 24.99
 6th Term \$ 29.16

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 65.25%
 of *Wage
 Paid

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician **02/01/2020**

JOB DESCRIPTION Electrician **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	04/25/2020
Telephone and Intergrated Tele-Data System Electrician	\$ 37.83	\$ 38.18

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 + \$19.16	16% of Hourly Wage Paid + \$19.85
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

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

HOLIDAY

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

4-25tela

Electrician Lineman **02/01/2020**

JOB DESCRIPTION Electrician Lineman **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Queens, Suffolk

WAGES

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

Lineman/Splicer	\$ 57.41
Material Man	49.95
Heavy Equip. Operator	45.93
Groundman	34.45
Flagman	25.83

For Natural Gasline Construction:
 Per Hour: 07/01/2019 06/07/2020
 Journeyman U.G.Mech. \$ 48.52 \$50.10

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:

07/01/2019

All Classifications 32% of Hourly
 Wage Paid +
 \$ 13.09

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

Natural Gasline Construction:

Per Hour: 07/01/2019 06/07/2020

Journeyman U.G.Mech. 27.5% of Hourly 28% of Hourly
 Wage Paid + Wage Paid +
 \$13.94 \$14.60

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: 07/01/2019

All Terms 31% of Hourly
 Wage Paid +
 \$13.09

4-1049 Line/Gas

Elevator Constructor

02/01/2020

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:

07/01/2019 03/17/2020

Elevator Constructor \$ 66.95 \$ 69.56

Modernization & Service/Repair \$ 52.44 \$ 54.56

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 40.93 \$ 41.92

Modernization & \$ 39.90 \$ 40.86

Service/Repairs

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 Journeymans 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	\$ 32.72	\$ 33.38
2nd Term	33.51	34.20
3rd Term	34.80	35.55
4th Term	36.09	36.89

Modernization &
 Service/Repair

1st Term	\$ 32.66	\$ 33.33
2nd Term	33.13	33.82
3rd Term	34.36	35.09
4th Term	35.58	36.36

4-1

Glazier

02/01/2020

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 7/01/2019

Glazier	\$ 56.25
*Scaffolding	57.25
Glass Tinting & Window Film	28.74
**Repair & Maintenance	28.74

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

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

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2019

Journeyworker	\$ 33.39
Glass tinting & Window Film	19.39
Repair & Maintenance	19.39

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage rates:

	7/01/2019
1st term	\$ 19.44
2nd term	27.59
3rd term	33.35
4th term	44.77

Supplemental Benefits:

(Per hour)	
1st term	\$ 15.86
2nd term	22.12
3rd term	24.41
4th term	28.76

8-1087 (DC9 NYC)

Insulator - Heat & Frost

02/01/2020

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	01/01/2020
Insulators		
Heat & Frost	\$ 67.86	\$ 1.25/Hr. Additional

SUPPLEMENTAL BENEFITS

Per Hour:	
Insulators	\$ 34.06
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 8/21/2017				
	1st	2nd	3rd	4th
7/1/2019	\$27.14	\$33.93	\$40.72	\$50.90
Hired after 8/21/2017				
7/1/2019	\$23.75	\$30.54	\$37.32	\$44.11
Supplemental Benefits:				
Hired prior to 8/21/2017				
7/1/2019	\$13.62	\$17.03	\$20.44	\$25.55
Hired after 8/21/2017				
7/1/2019	\$11.92	\$15.33	\$18.73	\$22.14

4-12

Ironworker

02/01/2020

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

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

02/01/2020

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 01/01/2020

Ornamental	\$ 45.15	\$ 45.40
Chain Link Fence	\$ 45.15	\$ 45.40
Guide Rail	\$ 45.15	\$ 45.40

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	\$ 56.05	\$ 57.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.

4th	5th
70%	80%

Supplemental Benefits per hour:

4th Term	\$ 48.15	\$ 49.00
5th Term	50.78	51.68

Apprentices Hired after 9/1/18:

1 year terms

1st Term	\$ 20.663	\$ 21.13
2nd Term	24.22	24.77
3rd Term	TBD	36.32
4th Term	TBD	TBD

Supplemental Benefits per hour:

1st Term	\$ 17.89	\$ 17.89
2nd Term	19.14	19.14
3rd Term	TBD	51.68
4th Term	TBD	TBD

4-580-Or

Ironworker

02/01/2020

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2019	01/01/2020
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Ironworker:

Structural	\$ 51.45	\$ 51.95
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR:

Journeyman	\$ 78.43	\$ 80.35
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OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$26.82	\$27.07
2nd	\$27.42	\$27.67
3rd - 6th	\$28.03	\$28.28

Supplemental Benefits

PER HOUR:

All Terms	\$54.54	\$55.38
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4-40/361-Str

Ironworker

02/01/2020

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:

07/01/2019

Reinforcing &
 Metal Lathing

\$ 56.23

"Base" Wage

\$ 46.23
 plus \$ 10.00

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

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing \$ 35.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

4-46Reinf

Laborer - Building

02/01/2020

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

WAGES

Per Hour: 07/01/2019

Building Laborer \$ 39.40

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

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer \$ 29.56
 Asbestos Abatement Worker 16.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Regular Hours Work Terms

Term #1 1 hr to 1000hrs
 Term #2 1001hrs to 2000hrs
 Term #3 2001hrs to 3000hrs
 Term #4 3001hrs to 4000hrs

Wages per hour:

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

Benifits per hour

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

4-66

Laborer - Heavy&Highway

02/01/2020

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:

	07/01/2019	06/01/2020
GROUP # 1		
Total Wage Paid	\$ 52.89	Additional
"Base Wage"	\$ 45.84	\$ 3.36
GROUP # 2		
Total Wage Paid	\$ 51.43	Additional
"Base Wage"	\$ 44.48	\$ 3.30
GROUP # 3		
Total Wage Paid	\$ 47.40	Additional
"Base Wage"	\$ 40.35	\$ 3.14

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$7.05 is difference between "Base" and "Total"

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS \$ 30.86

After Forty (40)paid hours in a work week

OVERTIME PAY \$ 19.29

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: \$40.35 X Time and One Half = \$60.52 + \$7.05 = \$67.57

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 \$ 30.86

After Forty(40) paid hours in a work Week

\$ 19.29

4-1298

Mason **02/01/2020**

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	07/01/2020
Brick/Blocklayer	\$ 61.82	Additional \$ 1.36

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer	\$ 27.80
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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	\$ 18.95
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4-1Brk

Mason - Building **02/01/2020**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019	06/01/2020
Tile Setters	\$ 58.95	\$ 59.57	Additional \$0.88

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 24.56*	\$ 24.71*
+ \$9.34	+ \$9.45

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

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-
750	1500	2250	3000	3750	4500	5250	6000	6750	7000

07/01/2019	\$19.73	\$24.39	\$31.20	\$35.85	\$39.19	\$42.34	\$45.70	\$50.35	\$53.02	\$56.68
12/02/2019	\$20.05	\$24.75	\$31.64	\$36.35	\$39.72	\$42.92	\$46.32	\$51.03	\$53.63	\$57.38

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.06*	\$15.06*	\$16.06*	\$17.56*	\$18.56*	\$18.56*	\$16.56*	\$21.81*
+\$0.65	+\$0.70	+\$0.80	+\$0.84	+\$1.22	+\$1.27	+\$1.62	+\$1.66	+\$5.88	+\$6.31

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

9-7/52A

Mason - Building

02/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building:

	07/01/2019	01/01/2020	06/01/2020 Additional \$0.95
Wages per hour:			

Mosaic & Terrazzo Mechanic \$56.41 \$ 56.81

Mosaic & Terrazzo Finisher \$54.81 \$ 55.21

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 25.11* \$25.36*
 + \$11.13 + \$11.41

Mosaic & Terrazzo Finisher \$ 25.11* \$ 25.36*
 + \$11.11 + \$11.39

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2019	\$25.09	\$27.61	\$30.13	\$32.63	\$35.14	\$37.65	\$42.67	\$47.71

Supplemental benefits per hour:

07/01/2019	\$ 12.69*	\$ 13.95*	\$ 15.22*	\$ 16.49*	\$ 17.76*	\$ 19.02*	\$ 21.56*	\$ 24.04*
	+\$9.01	+\$9.91	+\$10.80	+\$11.71	+\$12.61	+\$13.51	+\$15.31	+\$17.10

Apprentices hired after 07/01/2017:

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2019	\$21.99	\$22.60	\$30.13	\$35.14	\$40.16	\$45.17

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2019	\$4.46*	\$11.41*	\$15.22*	\$17.76*	\$20.29*	\$22.83*
	+\$6.30	+\$8.01	+\$10.80	+\$12.61	+\$14.41	+\$16.22

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

9-7/3

Mason - Building

02/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019 01/01/2020 07/01/2020

Building-Marble Restoration:

Additional
\$1.10

Marble, Stone &
Terrazzo Polisher, etc

\$ 42.81

\$ 43.82

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone &
Polisher

\$ 28.06

\$ 28.15

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2019	\$29.91	\$34.21	\$38.51	\$42.81
01/01/2020	\$30.68	\$35.05	\$39.43	\$43.82

Supplemental Benefits Per Hour:

07/01/2019	\$ 25.52	\$ 26.37	\$ 27.21	\$ 28.06
01/01/2020	\$ 25.52	\$ 26.41	\$ 27.28	\$ 28.15

9-7/24-MP

Mason - Building

02/01/2020

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:	07/01/2019	12/30/2019	06/29/2020
			Additional
Marble Cutters & Setters	\$ 59.44	\$ 59.76	\$0.95

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 36.73	\$36.88
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2019									
\$23.72	\$26.69	\$29.66	\$32.65	\$36.21	\$38.59	\$41.56	\$44.55	\$50.50	\$56.47
12/30/2019									
\$23.91	\$26.88	\$29.86	\$32.88	\$35.85	\$38.83	\$41.81	\$44.83	\$50.78	\$56.78

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$19.94	\$21.36	\$22.79	\$24.17	\$25.59	\$27.01	\$28.43	\$29.82	\$32.66	\$35.46

9-7/4

Mason - Building **02/01/2020**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019	06/01/2020
			Additional
Tile Finisher	\$ 45.54	\$ 45.96	\$0.72

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.26*	\$ 21.46*
+ \$9.17	+ \$9.28

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

OVERTIME PAY

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

Work beyond 10 hours on 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 **02/01/2020**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2019	01/01/2020	07/01/2020
Marble, Stone, etc. Maintenance Finishers:	\$ 24.31	\$ 24.98	Additional \$0.67

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc Maintenance Finishers:	\$ 13.72	\$ 13.73
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OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

	07/01/2019	01/01/2020
0-750	\$16.97	\$17.49
751-1500	\$17.95	\$18.84
1501-2250	\$18.93	\$19.49
2251-3000	\$19.90	\$20.48
3001-3750	\$21.38	\$21.98
3751-4500	\$23.33	\$23.98
4501+	\$24.31	\$24.98

Supplemental Benefits:

Per hour:

0-750	\$ 13.65	\$13.61
751-1500	\$ 13.66	\$13.63
1501-2250	\$ 13.67	\$13.64
2251-3000	\$ 13.68	\$13.66
3001-3750	\$ 13.69	\$13.68
3751-4500	\$ 13.71	\$13.71
4501+	\$ 13.72	\$13.73

9-7/24M-MF

Mason - Building / Heavy&Highway

02/01/2020

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2019	12/30/2019	06/29/2020
Marble-Finisher	\$ 47.41	\$ 47.68	Additional \$0.60

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher \$ 34.49 \$ 34.63

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

02/01/2020

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Cement Mason \$ 51.97

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 33.71

Overtime Rate* \$ 54.42

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1st Term 50%

2nd Term 60%

3rd Term 70%

Supplement Benefits per hour paid:

1st Term \$ 16.86 OT Rate \$ 27.22

2nd Term \$ 20.23 OT Rate \$ 32.66

3rd Term \$ 23.60 OT Rate \$ 38.10

4-780

Mason - Building / Heavy&Highway

02/01/2020

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:

07/01/2019

Stone Setter \$ 64.42

Stone Tender \$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

OVERTIME PAY

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

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

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

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

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

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

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

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

Supplemental Benefits:

All Apprentices \$ 20.44

4-1Stn

Mason - Heavy&Highway

02/01/2020

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Pointer, Caulkers & Cleaners \$ 53.67

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 27.14

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 26.36	\$ 29.42	\$ 34.80	\$ 41.93

Apprentices Supplemental Benefits:
 (per hour paid)

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

Operating Engineer - Building

02/01/2020

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 10yrds 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.

	07/01/2019	6/01/2020 Additional
Class "AA"	\$ 75.40	\$ 3.50
Cranes: Boom length over 100 feet add \$ 1.00		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
 Class "A"	 62.53	 3.10
Add \$3.50 for Hazardous Waste Work		
 Class "B"	 59.27	 2.99
Add \$2.50 for Hazardous Waste Work		
 Class "C"	 57.09	 2.93
Add \$1.50 for Hazardous Waste Work		
 Class "D"	 42.98	 2.50
Add \$1.00 for Hazardous Waste Work		
 Class "E"	 41.03	 2.44

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes	\$ 38.10
Overtime Rate	32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 21.94	\$1.13
2nd Term	22.80	1.15
3rd Term	23.48	1.17

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway

02/01/2020

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	08/01/2019	08/01/2020 Additional
Well Driller	\$ 37.33	\$ 38.40	3%
Well Driller Helper	32.49	33.42	3%
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:	07/01/2019	08/01/2019
Well Driller & Helper	10% of straight time rate plus \$ 12.20	10% of straight time rate plus \$ 12.25

Additional \$ 4.00 for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2019	08/01/2019
1st Term	\$ 21.94	\$ 21.94
2nd Term	22.80	22.80
3rd Term	23.48	23.48

SUPPLEMENTAL BENIFITS

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

BENEFITS AT PREMIUM TIME

Per Hour:

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

4-138well

Operating Engineer - Heavy&Highway

02/01/2020

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).

	07/01/2019	6/01/2020 Additional
Class "AA"	\$ 77.78	\$ 3.48
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	68.83*	3.22
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	64.30*	3.07
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	62.00*	3.01
*Add \$1.50 for Hazardous Waste Work		

Class "D"	47.08*	2.56
*Add \$1.00 for Hazardous Waste Work		
Class "E"	45.00	2.50

"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 \$ 38.35

Note: OVERTIME AMOUNT 32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

		Additional
1st Term	\$ 28.00	\$ 1.31
2nd Term	22.80	1.34
3rd Term	23.48	1.37

SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64
 Note: Overtime Amount 5.60

4-138

Operating Engineer - Heavy&Highway

02/01/2020

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: 07/01/2019
 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.

Operating Engineer - Marine Dredging

02/01/2020

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 all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2019	10/01/2019
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 39.23	\$ 40.31
CLASS A2 Crane Operator (360 swing)	34.96	35.92
CLASS B Dozer,Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	33.93	34.86
CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92
CLASS C2 Boat Operator	30.06	30.89
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	24.97	25.66

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2019	10/01/2019
All Classes A & B	\$11.23 plus 7.5% of straight time wage, Overtime hours	\$11.88 plus 7.5% of straight time wage, Overtime hours

	add \$ 0.63	add \$ 0.63
All Class C	\$10.93 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.63 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer **02/01/2020**

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: 07/01/2019
Survey Classifications

Party Chief \$ 43.71
Instrument Man 36.43
Rodman 31.84

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: \$ 19.50

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

Operating Engineer - Trenchless Pipe Rehab **02/01/2020**

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab **DISTRICT 4**

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

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

Per Hour: 07/01/2019
(SEE)

Robotic Unit Operator Operator(class D)

Technician/Boiler, Generator	Operator(classes C&D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY
HOLIDAY

4-138TrchPREh

Painter **02/01/2020**

JOB DESCRIPTION Painter **DISTRICT 8**

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

WAGES

Per hour:	07/01/2019
Brush	\$ 48.20*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	48.20*
Spray & Scaffold	\$ 51.20*
Fire Escape	51.20*
Decorator	51.20*
Paperhanger/Wall Coverer	50.97*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2019
Paperhanger	\$ 29.47
All others	27.59
Premium	30.35**

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2019
Appr 1st term...	\$ 18.39*
Appr 2nd term...	24.02*
Appr 3rd term...	29.12*
Appr 4th term...	38.95*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2019
Appr 1st term...	\$ 14.16
Appr 2nd term...	17.17
Appr 3rd term...	19.77
Appr 4th term...	24.91

8-NYDC9-B/S

Painter **02/01/2020**

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: 07/01/2019
Drywall Taper \$ 48.20*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019
Journeyman \$ 27.59

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: 07/01/2019

1500 hour terms at the following wage rate:

1st term \$ 18.39*
2nd term \$ 24.02*
3rd term \$ 29.12*
4th term \$ 38.95*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year \$ 14.16
2nd year \$ 17.17
3rd year \$ 19.77
4th year \$ 24.91

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

02/01/2020

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: 07/01/2019
\$ 49.50
+ 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: 07/01/2019
 \$ 9.50
 +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 07/01/2019
 1st year \$ 23.13
 2nd year 34.73
 3rd year 46.30

Supplemental Benefits - Per hour:

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

8-DC-9/806/155-BrSS

Painter - Line Striping

02/01/2020

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): 07/01/2019
 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: 07/01/2019
 Journeyworker:
 Striping-Machine operator \$ 7.44
 Linerman Thermoplastic \$ 7.44

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

07/01/2019

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

02/01/2020

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2019

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: 07/01/2019

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:

07/01/2019

1st year	\$ 15.00
2nd year	15.00
3rd year	15.75

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

1st year**	\$ 19.50
2nd year**	19.50
3rd year**	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
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

Plasterer **02/01/2020**

JOB DESCRIPTION Plasterer **DISTRICT 9**

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

WAGES

Per hour:	07/01/2019	08/01/2019
Building: Plasterer/Traditional & Spraying Fireproofing	\$ 45.58	\$ 50.73*

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 26.27	\$ 22.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*When calculating overtime pay, subtract \$5.00 from wages.

HOLIDAY

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

REGISTERED APPRENTICES

Wages: (per hour) 800 hours term:	07/01/2019	08/01/2019
1st term	\$18.33	\$28.04
2nd term	\$20.62	\$30.59
3rd term	\$25.21	\$35.69
4th term	\$27.50	\$38.23
5th term	\$32.08	
6th term	\$34.37	

Supplemental Benefits:

(per hour): (800) hours term:	07/01/2019	08/01/2019
1st term	\$ 13.88	\$ 14.27
2nd term	\$ 14.36	\$ 15.14
3rd term	\$ 16.44	\$ 16.89
4th term	\$ 17.53	\$ 17.76
5th term	\$ 19.72	
6th term	\$ 20.81	

9-262

Plumber **02/01/2020**

JOB DESCRIPTION Plumber **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	5/01/2020
Plumber/ PUMP & TANK	\$ 44.99	\$ 45.49

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber \$ 29.14 \$ 30.64

OVERTIME PAY

See (B, B2, E2, Q, *V) on OVERTIME PAGE
 (V) For Sundays & Holidays if Worked Only

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following
 Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benefits Per Hour:

1st Term	\$17.22	\$18.72
2nd Term	\$17.86	\$19.36
3rd Term	\$18.68	\$20.18
4th Term	\$19.06	\$20.56
5th Term	\$22.29	\$23.79

4-200 Pump & Tank

Plumber **02/01/2020**

JOB DESCRIPTION Plumber **DISTRICT 4**

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	11/01/2019	05/01/2020
Plumber	\$ 52.48	\$ 52.48	\$ 52.48

SUPPLEMENTAL BENEFITS

Per Hour:			
Plumber	\$ 41.98	\$ 42.98	\$ 43.98

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:

	07/01/2019	11/01/2019	05/01/2020
1st Term	\$ 29.46	\$ 30.46	\$ 31.96
2nd Term	31.77	32.77	34.27
3rd Term	33.14	34.14	35.64
4th Term	34.63	35.61	37.13
5th Term	36.21	37.21	38.71

4-200

Plumber **02/01/2020**

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2019 5/01/2020

Plumber

MAINTENANCE ONLY

\$ 34.24

\$ 34.74

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

\$ 20.86

\$ 22.36

OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Roofer

02/01/2020

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour

07/01/2019

05/01/2020

ROOFER/Waterproofeer

Additional

Total Wage
to be Paid

\$ 45.00

\$ 1.50

"Base" Wage

41.00**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofeer

\$ 33.12

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

\$ 9.18

2nd Term

11.35

3rd Term

23.39

4th Term

26.65

Sheetmetal Worker **02/01/2020**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2019
 Sign Erector \$ 50.45

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

SUPPLEMENTAL BENEFITS
 Per Hour: 07/01/2019
 Sign Erector \$ 46.66

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 **02/01/2020**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2019 08/01/2019
 Sheetmetal Worker \$ 54.97 \$ 56.61
 Temporary Operation or Maintenance of Fans 44.94 46.49

SUPPLEMENTAL BENEFITS
 Per Hour:
 Sheetmetal Worker \$ 47.54 \$ 47.90
 Maintenance Worker 47.54 47.90

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	\$ 19.28	\$ 19.85
3rd & 4th Term	24.77	25.51
5th & 6th Term	30.27	31.17
7th & 8th Term	38.51	36.66
9th Term	44.00	45.31

Per Hour: Supplemental Benefits

1st & 2nd Term	\$ 18.05	\$ 17.63
3rd & 4th Term	24.03	24.19
5th & 6th Term	28.30	28.51
7th & 8th Term	34.72	34.97
9th Term	39.01	39.30

4-28

Steamfitter **02/01/2020**

JOB DESCRIPTION Steamfitter **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2019	01/01/2020
AC Service/Heat Service	\$ 41.75	\$ 42.60

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
 Refrigeration Compressor installation. (Not to exceed 5 Hp.)
 Air Condition / Heating Compressor installation up to 15hp (Not to exceed 15 tons on any job).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service	\$ 17.06	\$ 17.96
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OVERTIME PAY
 See (B, E, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES

1 year terms
 Wages per hour:

1st Term	\$ 20.22	\$ 20.63
2nd Term	24.39	24.89
3rd Term	28.42	29.00
4th Term	34.31	35.01

Benefits per hour:

1st Term	\$ 11.61	12.13
2nd Term	12.65	13.25
3rd Term	13.76	14.43
4th Term	15.25	16.02

4-638B-StmFtrRef

Steamfitter **02/01/2020**

JOB DESCRIPTION Steamfitter **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2019	01/01/2020
Sprinkler/Steam Fitter	\$ 64.56	\$ 65.01

Temporary	\$ 49.08	\$ 49.42
Heat & AC		
Fitter		

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

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam	\$ 50.43	\$ 50.94
Fitter		

Temporary	41.36	41.79
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*) For Temporary Heat & AC Fitter, on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00.

(V**) Benefit Amount to be paid:

Sprinkler/Steam	\$ 76.30	\$ 77.80
Temp Heat/AC	58.36	59.50

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
07/01/2019				
\$ 25.86	\$ 32.31	\$ 41.99	\$ 51.66	\$ 54.89
01/01/2020				
\$ 26.04	\$ 32.54	\$ 42.28	\$ 52.02	\$ 55.27

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
07/01/2019				
\$ 20.70	\$ 25.67	\$ 33.09	\$ 40.52	\$ 43.00
01/01/2020				
\$ 20.88	\$ 25.91	\$ 33.41	\$ 40.92	\$ 43.43

Premium Time Amounts:

07/01/2019				
\$ 30.52	\$ 38.16	\$ 49.60	\$ 61.04	\$ 64.86
01/01/2020				
\$ 31.12	\$ 38.92	\$ 50.58	\$ 62.24	\$ 66.14

4-638A-StmSpFtr

Teamster - Asphalt Delivery

02/01/2020

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 07/01/2019
 \$ 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 07/01/2019
 Asphalt Delivery \$ 32.16

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work
 TRUCK DRIVER 07/01/2019
 Asphalt Delivery \$ 46.6825

Light Construction Work
 TRUCK DRIVER 07/01/2019
 Asphalt Delivery \$ 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

Teamster - Building

02/01/2020

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

Trailers 07/01/2019
 \$ 34.61
 Straight Jobs \$ 34.31

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications 07/01/2019
 \$ 34.34

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-282

Teamster - Delivery of Concrete

02/01/2020

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 07/01/2019
\$ 40.005

Light Construction Work:

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

TRUCK DRIVER

Concrete Delivery 07/01/2019
\$ 36.005

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work 07/01/2019
Concrete Delivery \$ 43.955

Light Construction Work 07/01/2019
Concrete Delivery \$ 15.235

OVERTIME PAY

NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway

02/01/2020

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

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

Site Excavating 07/01/2019
(Chauffeurs) \$ 37.545

Light Construction Work:

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

Site Excavating 32.16
(Chauffeurs)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Heavy Construction Work
Chauffeurs \$ 46.6825

Light Construction Work
Chauffeurs 13.05

OVERTIME PAY

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

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

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

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

Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

Welder

02/01/2020

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2019

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



**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 02/03/2020

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/12/2020
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
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		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
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	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
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	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022

NYSDOL Bureau of Public Work Debarment List 02/03/2020

Article 8

DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
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	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****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		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		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	*****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 02/03/2020

Article 8

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		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
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	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLET ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
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		DAVID WEINER		14 NEW DROP LANE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
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	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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		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	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG 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

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DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT 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	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2019	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DR MONROE NY 10950	03/20/2019	03/20/2024
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 CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/09/2018	01/09/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
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		GEOFF CORLETT		415 FLAGGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021

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DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/09/2018	01/09/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
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	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
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 LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		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 W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
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 F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296 EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296 EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020

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DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2 REGO PARK NY 11374	04/20/2017	04/20/2022
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 RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710	03/19/2015	03/19/2020
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		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT 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		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****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 RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022

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DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
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	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	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
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	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
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
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020

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DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
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	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
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	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
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	****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	****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
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	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

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DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
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	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
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	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOOR MASPETH NY 11378	02/07/2018	02/07/2023
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	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
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	DOL		RODERICK PUGH		404 OAK ST SUITE 101 SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101 SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		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	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408 MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021

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DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****2117	SCOTT ELECTRICAL SERVICE, LLC.		201 HEMPSTEAD AVE 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	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
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	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWLATLANTA GA 30318	12/01/2015	12/01/2020

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DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
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	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLET 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	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
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	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
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
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

PROPOSAL

TO THE VILLAGE BOARD OF THE INC. VILLAGE OF NORTHPORT, SUFFOLK COUNTY, STATE OF NEW YORK.

BIDDER'S DECLARATION:

The undersigned, as Bidder, declares that the only person or persons interested in this Bid or Proposal as principal or principals is or are named herein, and that no other person than herein named has any interest in this Proposal or in the Contract proposed to be taken; that this Bid or Proposal is made without any connection with any other person or persons making a Bid or Proposal for the same purpose, the Bid or Proposal is in all respects without fraud or collusion, that he has examined the site of the work, the Form of Contract and Specifications, and the Drawings therein referred to, and has read the Notice to Bidders, Instructions to Bidders, Qualifications of Bidders and General Conditions hereto attached and fully understands all the same; that he proposes and agrees, if this Proposal is accepted, that he will contract with the Village Board of the Inc. Village of Northport, in the Form of Contract accompanying this Bid, to perform all the work required in accordance with the Plans and as mentioned in said Form of Contract, Specifications, Notice to Bidders, Instructions to Bidders, General Conditions and Qualifications of Bidders, and he will accept as full payment, therefore, the following sums to wit:

PROPOSAL (Continued)

INC. VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE
BID DATE: March 24, 2020

ITEM 1 – SANITARY PIPE REPLACEMENT

For furnishing all labor, materials and equipment necessary for the SANITARY PIPE REPLACEMENT including, but not necessarily limited to, work as indicated on the plans, including trenching and backfilling, installing PVC piping provided by the Village, furnishing and installing fittings and ductile iron pipe, not provided by the Village, connections, testing, and all appurtenances. Work also includes providing temporary sanitary pump truck for temporary bypass of existing sanitary sewer flow from residential homes to facilitate connections to existing sewer with new. Work includes removal of existing sanitary manholes and abandonment of existing cast iron sanitary pipe in place, making new sanitary wye connections and completing house service connections to existing. Coordination for temporary sanitary service interruptions with Village personnel is mandatory.

LUMP SUM _____ (\$ _____)
DOLLARS

TOTAL BID (\$)
(SUM OF ALL ITEMS) DOLLARS

PROPOSAL (Continued)

INC. VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE
BID DATE: March 24, 2020

Bidder will be evaluated based on the information provided and award of this contract will be dependent on the acceptability of the qualifications and list of subcontractors. By acknowledgement, the Bidder hereby agrees that should the contract be awarded to said Bidder, the listed subcontractors are proposed to perform all work as it relates to each subcontractor for the duration of the contract.

Subcontractors:

“Each Bidder on a public work contract in Nassau, Suffolk or Westchester Counties, where the entire cost of such public work is under one million five hundred thousand dollars, shall submit with its bid a separate sealed list that names each subcontractor that the Bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: a) plumbing and gas fitting, b) steam heating, hot water heating, ventilating and air conditioning apparatus and c) electric wiring and standard illuminating fixtures.”

THE UNDERSIGNED HEREBY INDICATES THAT IT HAS ENCLOSED A SEALED LIST OF SUBCONTRACTORS FOR THE FOLLOWING TRADES:

- | | | | | |
|---|-------|-----|-------|----|
| A) Plumbing and Gas Fitting | _____ | Yes | _____ | No |
| B) Heating, Ventilation and Air Conditioning | _____ | Yes | _____ | No |
| C) Electric Wiring and Standard Illuminating Fixtures | _____ | Yes | _____ | No |

PROPOSAL (Continued)

INC. VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE
BID DATE: March 24, 2020

The undersigned hereby acknowledge receipt of the following addenda, if any.

ADDENDUM

DATED

FINAL AWARD IS CONDITIONED UPON, AND SUBJECT TO, ANY AND ALL FEDERAL, STATE AND LOCAL AGENCIES HAVING JURISDICTION OR AUTHORITY OVER THIS PROJECT.

ALL WORK CALLED FOR UNDER THIS CONTRACT, SHALL BE COMPLETED NO LATER THAN 60 CALENDAR DAYS AFTER NOTIFICATION TO PROCEED.

FAILURE OF THE CONTRACTOR TO COMPLETE THE PROJECT IN THE ABOVE STIPULATED TIME LIMIT SHALL SUBJECT HIM TO LIQUIDATED DAMAGES OF SEVEN HUNDRED FIFTY DOLLARS (\$750.) PER CALENDAR DAY FROM THE REQUIRED COMPLETION DATE TO DATE ALL WORK IS ACCEPTED BY THE INC. VILLAGE OF NORTHPORT.

PROPOSAL (Continued)

INC. VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE
BID DATE: March 24, 2020

This Bid Proposal submitted by:

Name (please print): _____

Firm: _____

Address: _____

City/State/Zip: _____

Telephone: _____ **Cell:** _____

Fax: _____ **Emergency Telephone:** _____

Signature/ Title: _____ **Date:** _____

**Federal No. or
Social Security No.:** _____ **Email:** _____

Notes:

1. The amount shown in words will govern, and will be used as the unit price to determine correct extensions of the amount bid. As necessary, the Total Gross Bid will be corrected in case of discrepancy between the amount shown in figures and the amount shown in words, accordance with the foregoing:
2. Prices shall be firm and not subject to escalation.
3. Prices to include all fees and misc. expenses, etc. the Contractor shall take notice that all out-of-pocket, fees and other expenses incurred by the Contractor in connection with performance of services under this contract shall be borne solely by the Contractor.

PROPOSAL (CONT'D)

Enclose certified check or bid bond for five percent (5%) of the Total Bid, as stipulated in the foregoing Instruction to Bidders.

The Bidder hereby agrees to enter into a Contract within seven (7) days after due notice from the Village Board of the Inc. Village of Northport that the Contract has been awarded to him and is ready for signature, such notice to be given in writing within ninety (90) days of the date of opening of the bids, and on the signing of such Contract by him to furnish the indemnifying bonds, as provided in the Instruction to Bidders and Form of Contract.

The Bidder further agrees that in the event of his failure or refusal to enter into a Contract in accordance with the Bid within seven (7) days after due notice from said Village Board that the Contract has been awarded to him and is ready for signature, as given in accordance with the Instruction to Bidders, and/or his failure to execute and deliver the bond for the full amount of the Contract price, as provided in said Instruction to Bidders, that the Bidder's check, which is herewith deposited with the Village Board shall, in the opinion of said Board, become due and payable as ascertained as liquidated damages for such default; otherwise said check shall be returned to the undersigned.

The undersigned is a _____ (state whether single individual or, if a partnership, give names of all partners or, if a corporation, give names of principal officers).

PRESIDENT

ADDRESS

VICE PRESIDENT

ADDRESS

SECRETARY & TREASURER

ADDRESS

Telephone number where the Contractor or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: _____

NIGHT: _____

PROPOSAL (CONT'D.)

NON-COLLUSIVE BIDDING CERTIFICATE

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

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

Resolved that _____
(Name of Corporation)

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

**Project No. NortV 20-01-04 SANITARY SEWER PIPE REPLACEMENT,
113 BAYVIEW AVENUE.**

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

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on the ____ day of _____, 2020.

(Seal of the Corporation) **Secretary:** _____

Respectfully submitted,

FIRM NAME: _____

FIRM ADDRESS: _____

SIGNED BY: _____

TITLE: _____

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 laws of New York, added State Finance Law (SFL), §165-a and General Municipal law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities list") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities list may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal 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.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted/ publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The Village makes a determination that the goods and services are necessary for the Village to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the Village receive information that a person is in violation of the above-referenced certifications, the Village will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor In default.

The Village reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE _____

INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____,
by and between the **INC. VILLAGE OF NORTHPORT, 224 Main St., Northport, NY 11768**, hereinafter called Owner, and _____
of _____,
doing business as (an individual) (a corporation) (a partnership), hereinafter called Contractor.

WITNESSETH: That Contractor and Owner, in consideration of the payments and agreements hereinafter set forth, agree as follows:

ARTICLE I - SCOPE OF THE WORK

A. Contractor agrees to perform all of the Work described in the Contract Documents for the Project entitled:

**“NortV 20-01-04 SANITARY SEWER PIPE REPLACEMENT,
113 BAYVIEW AVENUE”.**

B. Contractor will furnish all materials, supplies, tools, labor, dewatering equipment, and other services necessary for the construction and completion of the Project.

ARTICLE II - CONTRACT DOCUMENTS

A. The Contract Documents were prepared by the firm of **J.R. Holzmacher P.E., LLC**. The term "Contract Documents" means and includes the following:

1. Bidding documents consisting of the Notice to Bidders, Instructions to Bidders, Bid Form, and Bid Bond.
2. Contract Forms consisting of the Contract, the Performance Bond, the Labor and Material Bond, Certificate of Insurance, SCC Additional Insurance Form and the Certificate of Attorney.
3. General Conditions and Wage Rates.
4. Technical Specifications.

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5. Addenda, Numbers _____ to _____, Inclusive.
6. Change Orders and Modifications issued during the course of the Project.
7. Contract Drawings.
8. Any and all other documents included in or referenced by the foregoing documents.

ARTICLE III - TIME OF COMPLETION - NOTICE TO PROCEED

- A. Physical construction shall not begin until the Notice to Proceed is issued in accordance with Paragraph 3.B of the Bid Form. Contractor will commence the Work within ten (10) calendar days after the Notice to Proceed.
- B. Contractor agrees that the Work pursuant to the Contract Documents shall commence immediately upon receipt of written Notice to Proceed or receipt of a fully executed contract, whichever occurs first, and shall complete the Work within the time frame indicated on the proposal pages measured from the date of issuance of the Notice to Proceed or fully executed contract, whichever occurs first.
- C. Contractor further agrees that the Owner may retain from the monies that are or which may become due the amount of liquidated damages listed in section: G-19 in the general conditions. Scheduling Constraints for each consecutive calendar day the completion of the Work may be delayed beyond the time stipulated, and such amount so to be retained, is hereby agreed to be liquidated damages accruing to the Owner incident to such delay.
- D. The Contractor hereby further agrees if the Time for Completion of the Contract is exceeded, the Contractor shall become responsible for the cost of inspection performed by the Engineer, the owner, and the construction manager beyond the specified Time for Completion. The amount of the Engineer's invoices shall be computed on an hourly basis at the Engineer's normal billing rates, and subtracted from the payments due to the Contractor. Extension of time granted to the Contractor shall not reduce or eliminate the Contractor's liability for payment of inspection cost beyond the specified Time for Completion.

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ARTICLE IV - THE CONTRACT PRICE

- A. Owner will pay to Contractor for the performance of the Contract, subject to additions and deductions provided therein, the **Lump Sum Price** of \$ _____, as stated in the Proposal as submitted, for the actual amount of work completed and accepted by the Owner. An executed copy of said Bid Form is attached hereto and made a part hereof.

- B. The Contract Price will be equitably adjusted to cover changes in the Work, ordered by Owner, which are not shown on the Drawings or required by the Specifications. Such increases or decreases in the Contract Price will be determined in accordance with the General Conditions.

ARTICLE V - PAYMENTS

Owner will pay to Contractor in the manner and at such times as set forth in the General Conditions.

ARTICLE VI - ENGINEER

The Project Contract Documents have been prepared by **J.R. Holzmacher P.E., LLC at the address 3555 Veterans Memorial Highway, Ronkonkoma New York 11779**, who will act as Engineer in connection with completion of the Project in accordance with the Contract Documents. The duties and responsibilities and the limitations of authority of Engineer are set forth in the General Conditions.

ARTICLE VII - SUBCONTRACTORS

Contractor agrees to bind every subcontractor by the terms of the Contract Documents.

ARTICLE VIII - MISCELLANEOUS

- A. Terms used in this Agreement, which are defined in Article 1 of the Instructions to Bidders, shall have the meanings indicated in the Instructions to Bidders.

- B. Neither Owner nor Contractor shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of Owner.

- C. Owner and Contractor each binds himself, his partners, successors, assigns and legal

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representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

- D. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument.
- E. The Contractor covenants and agrees that, anything in this Contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts provided in said Contract Documents, including but not limited to delay claims. The failure of the Owner or its agents to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this Contract or in the Contract Documents, on any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, and the same shall be and remain in full force and effect with power and authority on the part of the Owner to enforce the same or cause the same to be enforced at any time, without prejudice to other rights which the Owner may have against the Contractor under this Contract or the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in _____ counterparts, each of which shall be deemed an original, the date first above written.

ATTEST: CONTRACTOR

(Seal)

Name _____ Title _____

Date _____

ATTEST: INC. VILLAGE OF NORTHPORT,
NEW YORK

(Seal)

Name _____ **Damon McMullen, Mayor**

Date _____

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(ACKNOWLEDGMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____,
20 ____, before me personally came _____
to me known, who being duly sworn, did dispose and say that he resides in _____,
that he is the _____
of the _____ corporation described in,
and which executed, the foregoing instrument; that he knows the seal of the corporation; that the
seal affixed to the instrument is such corporate seal; that it was so affixed by the order of the
Board of Directors of the corporation; and that he signed his/her name thereto by like order.

Not

(Notary Public)

(ACKNOWLEDGMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____,
20 _____, before me personally came _____
to me known and known to be a member of the firm of _____
and known to me to be an individual described in, and who executed, the foregoing instrument in
the firm name of _____
and he duly acknowledged to me that he executed the same for and in the behalf of said firm for
the uses and purposes mentioned therein.

(Notary Public)

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STATE OF _____)
)ss:
COUNTY OF _____)

On this _____ day of _____,
20_____, before me personally came and appeared _____

MAYOR

the duly elected and qualified Mayor of the Incorporated Village of Northport, to me known and known to me to be such Mayor of the Incorporated Village of Northport; that he is the Mayor of the Incorporated Village of Northport, and that he resides at: _____ Suffolk County, New York; that he knows the corporation seal of said Incorporated Village of Northport; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Mayor for the purpose therein mentioned.

(Notary Public)

ACKNOWLEDGMENT OF OFFICER OF VILLAGE EXECUTING CONTRACT

STATE OF _____)
COUNTY _____)

On this _____ day of _____,
20_____, before me personally came and appeared _____
to me known, who being by me duly sworn, did depose and say that he is the _____
of the _____ described in and which
executed the foregoing instrument; that by virtue of the authority conferred on him by law he
subscribed his name to the foregoing instrument and that he executed the same for the purpose
therein mentioned.

SEAL

(Notary Public)

**INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE**

SPECIMEN

CERTIFICATE OF INSURANCE

hereby certifies that _____
have submitted to the _____
(NAME OF OWNER)

Proof of Carriage of Insurance in the form required by the Contract Documents.

CONTRACTOR

BY: _____

WITNESS

NOTE: THIS IS A POST-BID FORM

**INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE**

**SCC CONSTRUCTION MANAGEMENT GROUP, INC.
190 MOTOR PARKWAY, SUITE
201 HAUPPAUGE, NEW YORK
11788**

DATE:

CONTRACTOR: _____

Re: Village of Northport **“NortV 20-01-04 SANITARY SEWER PIPE REPLACEMENT,
113 BAYVIEW AVENUE”**.

Dear Sir/Madam:

Reference is made to your contract ("contract") with the Village of Northport ("Owner") for the above referenced Project. By signing below, you hereby acknowledge and agree, that for valuable consideration, the receipt of which is acknowledged, you covenant and agree that SCC Construction Management Group, Inc. shall be added as an "additional insured" to your casualty and commercial liability insurance policies required under the Contract, including all primary and excess policies, limits, and terms and conditions contained therein, and further agree that an insurance certificate and endorsement confirming that this entity was added as an "additional insured" on such policies of insurance shall be provided by you prior to the commencement of work on the Project.

In addition, you further covenant and agree to hold harmless, indemnify and defend SCC Construction Management Group, Inc. to the same extent that you are required to hold harmless, indemnify and defend the Owner under the Contract.

Please acknowledge your consent by signing your name below.

Very truly yours,

Nicolas Amoruso

Acknowledged and Agreed to by:

_____ as Contractor

By: _____

Name:

Title:

**INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE**

CERTIFICATE OF ATTORNEY

I, the undersigned _____
the duly authorized and acting legal representative of and counsel of _____
_____ do hereby certify as follows:

I have examined the foregoing Contract, Performance Bond, Labor and Material Bond, and the manner of the execution thereof; insurance policies; and the General Conditions of the Contract Documents and I am of the opinion that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

ATTORNEY

DATE _____, 20_____.

NOTE: THIS IS A POST BID FORM

INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

(Address of Contractor)
a _____, hereinafter called PRINCIPAL, and
(Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the **INC. VILLAGE OF NORTHPORT, 224 Main St., Northport, NY 11768**, hereinafter called Owner, in the penal _____ sum _____ of

_____ Dollars (_____
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

**“NortV 20-01-04 SANITARY SEWER PIPE REPLACEMENT,
113 BAYVIEW AVENUE”.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse

INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE

and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety also agrees to indemnify and hold harmless the **Village** from any and all reasonable attorney's fees and cost of a suit which may be incurred as a result of a default under this bond.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
counterparts, each one of which shall be deemed an original, this _____ the day of
_____, 20____.

(If Corporation, add

By: _____

Seal and Attestation)

Attest: _____
Secretary

Surety

By: _____

Attest: _____

=====

NOTE: Date of Bond must not be prior to date of Agreement.

If Principal is a Partnership, all partners should execute Bond.

=====

IMPORTANT - Surety companies executing Bonds must be authorized to transact business

INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
113 BAYVIEW AVENUE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

(Address of Contractor)

a _____,
(Corp., Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the **INC. VILLAGE OF NORTHPORT, 224 Main Street, Northport, NY 11768**, hereinafter called Owner, in the penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

SANITARY SEWER PIPE REPLACEMENT, 113 BAYVIEW AVENUE

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extensions or modifications thereto, including all amounts due for materials, lubricants, oil, gasoline, fuel, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work

whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in

INCORPORATED VILLAGE OF NORTHPORT
SANITARY SEWER PIPE REPLACEMENT
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full force and effect.

PROVIDED, FURTHER, that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
counterparts, each one of which shall be deemed an original, this the _____ day
of _____
20_____.

(Principal)

If Corporation, Add
Seal and Attestation)

By: _____

Attest: _____

Secretary

(Surety)

By: _____
(Attorney-in-Fact)

Add Corporate Seal

Attest: _____

(Address)

GENERAL CONDITIONS

G1. SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, power, water, light, heat, fuel, tools, appliances, dewatering equipment, supplies, and all other means of construction necessary or proper for executing and completing the Contract; restore to their original conditions, all surfaces disturbed; pay cost of all insurance; bear all losses due to the nature of the Work and costs incidental to suspension or discontinuance of the Work except as otherwise provided; assume all responsibility of whatever nature or kind, indemnify the Owner, Engineer and Construction Manager(CM) from all claims; secure and pay for all permits unless otherwise provided; conform to all county, state, municipal or federal legislation and requirements; abide by all rules and regulations of railroad and utility companies whenever or wherever jurisdiction of these agencies prevails; do all work necessary to conform the Project to the Contract Documents; leave intact the work of all adjoining contractors unless otherwise ordered by the Engineer; perform and complete the Work in a manner best calculated to permit paid construction, consistent with safety of life and property and satisfactory to the Engineer and in strict accordance with the Contract Documents; protect the Work during construction, clean up the Work during and after construction, and maintain it until final acceptance as hereinafter provided.
- B. The Contractor shall do all work and pay all costs of protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, sub-surface or overhead structures and all other property including but not limited to pipes, conduits, ducts, tubes, chambers and appurtenances, public or private, in the vicinity of the Work, to the satisfaction of the Engineer.
- C. The Contractor shall do all extra work, as ordered in writing by the Engineer pursuant to the Owner's authorizations, and compensation therefore shall be in accordance with EXTRA WORK/SIGNIFICANT CHANGES IN THE CHARACTER OF WORK.

G2. PLANS AND SPECIFICATIONS

- A. Anything shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans, and all work and materials necessary for the completion of the Work according to the intent and meaning of the Contract Documents, shall be furnished, performed, and done, as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the Plans and Specifications, or any discrepancy between the figures and scale of drawings shall be

submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive.

- B. In the event the meaning of any portions of the Specifications or Drawings or any supplementary drawings or instructions of the Engineer is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.
- C. The Engineer will make all necessary explanations as to the meaning and intent of the Plans and Specifications, and shall give all orders contemplated therein or thereby or in every case in which a difficult or unforeseen condition shall arise in the performance of the Work.
- D. All materials and workmanship shall be strictly in accordance with the Plans and Specifications.
- E. The Plans show the approximate size, arrangement and location of the Work. During construction, exact lines, grades, shapes and dimensions will be established, and the Contractor shall construct the Work exactly in accordance therewith, subject however to changes as provided for in CHANGES IN PLANS AND SPECIFICATIONS (G23) and EXTRA WORK/SIGNIFICANT CHANGES IN THE CHARACTER OF WORK (G24) section.
- F. The figures shown on the Plans after the word "elevation", or abbreviation of it, shall mean the distance in feet above the datum adopted by the Engineer. If the Contractor has any doubt or question as to such datum, he shall ascertain the datum being used, from the Engineer.
- G. Any errors or omissions in the Plans and Specifications may be corrected by the Engineer, when such corrections are necessary for the proper fulfillment of their intentions as construed by him.
- H. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be provided whether or not specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- I. The Drawings show the sizes, materials, elevation and locations of underground and exposed utilities, structures and other physical features, upon which Engineer has relied in the preparation of the Drawings and Specifications, and which have been determined from the best available information, by actual surveys or furnished and taken from the records of utility companies and drawings of existing facilities. Neither the Owner, Construction Manager, or the Engineer assume responsibility for the possibility that utilities, structures and objects other

than those shown on the Drawings may be encountered or that actual sizes, materials, elevations and locations may be different from those shown.

- J. Where detailed information may be required for the Work, Contractor shall, at his expense, furnish all labor, tools, equipment and all other items and do whatever is necessary to verify and substantiate the conditions and to definitely establish the information required. Because of the nature of the Work, adjustments may be required in the Work to meet existing conditions. Contractor shall make such adjustments at no additional cost to Owner.
- K. The Drawings indicate the extent and general arrangement of the Work. Any proposed departures from the Drawings, deemed necessary by Contractor to accommodate the materials and equipment he proposes to provide, shall be submitted to Engineer as soon as practicable with complete details, designs, reasons for the departure and any other information Engineer may require. Departures from the Drawings, without Engineer's approval, are not permitted. All costs associated with approved changes shall be borne by Contractor.
- L. If any part of the Contract Documents is in conflict with the requirements of a public authority having jurisdiction over the Work, then the public authority's requirements shall govern. However, where the requirements of the Contract Documents exceed the public authority, then the Contract Documents shall govern.
- M. The organization of the Specifications into divisions, sections and articles and the arrangement of Drawings shall not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Whenever the provisions of the Contract Documents may conflict with any agreement or regulations of any kind in force among members of any trade association, union or council which regulates or distinguishes that work shall or shall not be included in the work of any particular trade, Contractor shall make all necessary arrangements on his own to reconcile any such conflict of provisions without recourse to Engineer , Construction Manager or Owner.
- N. The Table of Contents, titles, headings, running headlines and marginal notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.
- O. Owner will furnish Contractor with an electronic set of Drawings and Specifications, free of charge.

G3. OTHER CONTRACTS

- A. The Owner reserves the right to do work by other contractors or by its own

forces, and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the project, and the Contractor shall conduct his operations and cooperate with such other parties so as to cause as little interference as possible with such other work. The Contractor agrees to make no claim against the Owner for additional payment due to delays or other conditions created by the operations of such other parties. If there is a difference of opinion as to the respective rights of the Contractor and others doing the Work, within the limits of or adjacent to the Project, the Engineer shall decide as to the respective rights of the various parties involved in order to secure completion of the Work in a satisfactory manner, and his decision shall be final and binding on the Contractor.

- B. If any portion of the Work of the Contractor or any of his subcontractors depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect same and promptly give to the Engineer notice of all defects in the work of such other contractor as renders it unsuitable for proper execution and completion of the Work. The Contractor shall further notify the Engineer of all delays by such other contractor, in the performance of his work, as will affect the timely performance of the Work. The failure of the Contractor to so inspect and give notice shall constitute an acceptance by him (but not by the Owner) of the work of such other contractor as fit and proper for the reception of the Work, and an acknowledgment of the timely performance of such other contractor of his work.

G4. OBSTRUCTIONS ENCOUNTERED/DIFFERING SITE CONDITIONS

- A. The Drawings show certain information which has been obtained by the Owner regarding various pipelines and other structures which exist at the location of the Project both below and at the surface of the ground.

The Owner, CM and the Engineer expressly disclaim all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures and pipelines.

- B. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, he shall immediately notify the Engineer of the Obstruction's existence. Refer to the section on Changed Conditions and Disputed Work Provisions contained herein for procedures regarding differing site conditions.
- C. Refer to technical specifications sections related to utility mark-outs.

G5. SUPERINTENDENCE AND WORKMEN

- A. The employment of a competent; full time, English speaking, on site superintendent, foremen, and experienced mechanics and laborers and others skilled in the particular duties entrusted to them is required. When requested, the Contractor shall furnish to the Engineer, the qualifications of the superintendent, foremen, or any other individuals delegated with important functions connected with the Project. The owner may request a change in the superintendent at their discretion.
- B. Whenever the Engineer or CM informs the Contractor or his representative in charge that any man on the Work is incompetent or disorderly, or is working contrary to the Specifications or the instructions of the Engineer or CM, or that the Engineer or CM knows that the man has been incompetent or disorderly on this or any previous work, or is objectionable, that man shall thereupon be immediately dismissed from the job and shall not be given employment on any work connected with the Contract.
- C. The Contractor shall deliver to the Engineer a record of the numbers, salaries and classifications of men employed upon the Work each day of the job.
- D. The Contractor shall maintain a drug and alcohol free environment on or about the Project and shall not permit anyone suffering from the effects thereof to remain on the Work.
- E. The Contractor shall give preference in employment to local labor whenever qualified local labor is available, and he shall be the judge of the qualifications of local labor.

G6. WORK SUBJECT TO CONTROL OF ENGINEER

- A. In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Engineer issued within the limitations of the Contract Documents.
- B. In the event the Contractor is not personally present at the Work, he shall have present at the Work a qualified superintendent to represent him and with power to act and be the recipient of orders and to obey all the instructions of the Engineer. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions as the Engineer may deem necessary to give to any foreman or other employee about the Work, and the Engineer may order the Work stopped until a duly authorized representative of the Contractor appears and receives his instructions. Neither claim for damages nor any extension of time

in which to complete the Work by reason of such delay will be allowed the Contractor.

- C. The Engineer shall in all cases, subject to the power and authority of the Owner, determine classifications, quantities, quality, acceptability and fitness of the several kinds of work which are to be paid for under the Contract; he shall interpret the Plans and Specifications, and all extra work orders and shall determine all questions in relation to the Work and the construction thereof.
- D. The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant, materials, equipment or other facilities from the site of the Work without the Engineer's permission.
- E. Engineer will have authority to disapprove or reject Work which is "defective", which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to requirements of the Contract Documents or does not meet the requirements of any inspection, test, or approval or has been damaged prior to approval of final payment.
- F. Whenever, in Engineer's reasonable opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed.
- G. Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will endeavor to secure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to Engineer for decision; which he will render in writing within a reasonable time.
- H. Neither Engineer's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.
- I. The Engineer, Owner, and CM will not be responsible for or have control or charge over the acts or omissions of Contractor, or any subcontractors, or any of his or their suppliers, agents, or employees or any other persons at the site or otherwise performing any of the Work, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G7. AUTHORITY AND DUTIES OF INSPECTORS

Inspectors are employees of the Engineer, authorized to inspect all work done and materials furnished. Such inspection extends to all parts of the Work, and to the preparation or manufacture of the materials to be used. In case of a dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector will have the authority to reject material or suspend the Work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Plans and Specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the Contractor. All advice which the Inspector may give the Contractor shall in no way be construed as binding the Engineer nor the CM, nor the Owner in any way, nor as releasing the Contractor from the requirement for fulfillment of the terms of the Contract.

G8. INSPECTION AND CORRECTION OF WORK

- A. All materials furnished and work done will be inspected by the Engineer. The Engineer will condemn all work or materials not found in accordance with the Specifications, and such condemned work and materials shall be removed, and other work and materials furnished in accordance therewith. All materials rejected by the Engineer as being unfit for the fulfillment of the particular clause in the Specifications to which they refer shall be removed from the Work within a period of twenty-four hours, or a shorter period if the Engineer so directs. Should the Contractor refuse to remove the unfit work and materials as ordered, then the Engineer may stop the Contractor from proceeding with the Work and the Owner may supply equipment and materials to remove the condemned work and materials, at the cost and expense of the Contractor.
- B. The inspection or supervision, or failure to inspect or supervise, or the presence of any employee of the Owner during the execution of the Work, or any failure on the part of the Engineer, the CM or any of his authorized agents to detect inferior work or materials and condemn the same, shall not be construed to imply an acceptance of such work or materials; nor shall it be construed as barring the Owner, at any subsequent time, from the recovery of such sum of money from the Contractor as may be needed to construct or build anew all portions of the Work in which fraud was practiced, improper work executed, or improper material furnished and built into the Work.
- C. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed. Should any portion of the Work be found defective in any respect, the expense of the

examination shall be borne by the Contractor. If all is found satisfactory, the expense will be paid for as Extra Work unless otherwise specified elsewhere in the Contract Documents. If, in the opinion of the Owner, it is undesirable to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor thereunder shall be reduced by such amount as may be equitable under all circumstances.

G9. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work, materials and equipment shall, upon final completion of the Work, be turned over to the Owner in a complete and perfect condition. The Contractor shall be responsible for the proper care, maintenance and protection of all work, materials and equipment, until the entire Contract is completed and all work, materials and equipment are found in good condition and accepted. The Contractor shall be responsible for the entire Work until completed and accepted by the Engineer and the Owner.
- B. The Contractor shall, at all times, provide the Owner, the Engineer, assistants and inspectors under him, and all state and federal agencies having jurisdiction, with necessary facilities for determining both on the Work and at the places of manufacture, that all work being performed and all materials and equipment being manufactured are strictly in accordance with the Contract Documents. A seven-day notification in writing, stipulating the time and place where the manufacturing is to be done, shall be given the Engineer prior to the commencement of manufacture of any materials and equipment, in order that a representative of the Owner may be present, if so desired, to observe and inspect the operations.
- C. Until acceptance of the Work by the Owner, the Contractor shall be responsible for all damage to the Work, including action of the elements and all other causes. The Contractor shall continuously and adequately protect the Work and any surrounding structures and property against damage from any cause.
- D. The contractor is solely responsible for material, means, methods, sequence of operations, coordination, safety and all safety precautions needed to complete the work.

G10. NOTIFICATION TO UTILITIES AND AUTHORITIES

- A. The Contractor shall notify, in writing, the water, gas, electric and telephone companies, and all other utility companies and authorities having facilities which are subject to interference, 72 hours in advance of the time he proposes to perform work in the area, in order that they may take such precautions as are necessary to

protect their property.

- B. Comply with the requirements of Industrial Code Rule 53.

G11. SUBLETTING

- A. The Contractor shall not assign, transfer, or sublet the Contract, in whole or in part, to any other person or in any way to abridge the terms of the Contract Documents, without express resolution of the Owner, but rather shall keep it in his name and control until completed and accepted by the Engineer and the Owner. The Contractor shall, likewise, not assign any of the money payable under the Contract.
- B. Approval by the Owner of the subletting of any part of the Work, shall not under any circumstances relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents, nor shall it create any contractual relations between any subcontractor and the Owner.
- C. Should a subcontractor violate any of the terms of these Specifications, the Owner may, at its option, require the Contractor to end and terminate such subcontract.
- D. In the event approval is given for the subletting of part of the Project, the agreement between the subcontractor and the Contractor will be subject to examination by the Engineer and the approval of the Owner. Copies of all subcontracts shall be filed with the Owner. Under no conditions will the subletting of the entire Work be allowed.

G12. INSURANCE

- A. The Contractor shall not commence work under the Contract until he has obtained all the insurance required under this article, signed the SCC Additional Insurance Form and such insurance has been approved by the Owner, nor shall any subcontractor be permitted to commence work on his subcontract until similar insurance has been so obtained by such subcontractor and approved by the Owner. In addition, the contractor shall execute and deliver to the Construction Manager the written letter of agreement in the form confirming such additional insured status. The insurance required shall be maintained in force until all work to be performed under the terms of the Contract is satisfactorily completed.
- B. Compensation Insurance - The Contractor shall provide Workmen's Compensation and Employers' Liability Insurance in accordance with the statutes of the state in which the Work is being executed, and all other applicable laws and regulations, for all employees engaged in work under the Contract, and in case any such work is sublet, the Contractor shall require the subcontractor

to provide similar insurance unless his employees are covered by the Contractor and the insurance policies and endorsements thereto furnished by the Contractor so stipulate.

If any class of employees engaged in hazardous work under the Contract cannot, for any reason, be protected by the Workmen's Compensation and Employers' Liability Insurance, the Contractor shall provide, adequate insurance for the protection of such class of employees.

C. Hold Harmless Agreements

1. Each policy shall contain a **Hold Harmless** clause covering the liability set forth in the Article entitled **INDEMNIFICATION OF THE OWNER, THE CONSTRUCTION MANAGER, AND THE ENGINEER**, specifically naming the Inc. Village of Northport, the firm of J.R. Holzmacher P.E., LLC and SCC Construction Management Group as additional insured.
2. **Hold Harmless Agreement:**
The Hold Harmless is part of the contract entered into between the two (2) parties. A copy of the Hold Harmless should be submitted to the insurance carrier to determine if the contractual insurance coverage that they are providing is broad enough to defend the provisions of the Hold Harmless Agreement.
3. **Sample Hold Harmless Agreement/Contractor:**
The Contractor shall indemnify and hold the Owner, CM, and Engineer harmless against any claim of liability of loss including the cost of defense for personal injury or property damage resulting from or arising directly or indirectly out of this contract including losses arising out of the negligent acts or omissions of the Contractor, its servants or agents, excepting, however, such claims or damages or cost of defense as may be due to or caused by the acts of the Municipality, its employees or agents.
4. **Sample Hold Harmless Agreement/Tenant:**
The Tenant shall indemnify and hold the Owner, CM, and Engineer harmless against any claim of liability or loss including the cost of defense for personal injury or property damage resulting from or arising out of the use and occupancy of the premises by the Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of lessor, its employees or agents.
5. **Sample Hold Harmless Agreement/Contractor Providing**

Professional Services:

The Professional Contractor shall indemnify and hold the Owner, CM, and Engineer harmless against any claim of liability or loss including the cost of defense for professional injury AKA malpractice for personal injury or property damage resulting from or arising directly or indirectly out of this contract including losses arising out of the negligent acts or omissions of the Professional Contractor, or any subcontractors, its servants or agents.

D. INSURANCE REQUIREMENTS FOR CONSTRUCTION OPERATIONS

- 1. Contractor shall maintain at a minimum the following giving evidence of same to owner in the form of Certificates of Insurance or copies of policies. Insurance carrier must be New York State licensed carrier with Best Rating of at least A IX. All subcontractors must adhere to Worker’s Compensation, Comprehensive Liability, Umbrella and Auto Liability.

I. WORKER’S COMPENSATION

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employer’s liability - unlimited
Notice of Cancellation	30 Days
Evidence	Certificate of Insurance

II. COMPREHENSIVE LIABILITY

Coverage	Occurrence - 1988 ISO or equivalent
Limits	General Aggregate \$2,000,000
	Products-Comp/ Ops Aggreg \$1,000,000
	Pers.& Advert. Injury \$1,000,000
	Each Occurrence \$1,000,000
	Fire Damage (Any one Fire) \$50,000
	Medical Exp. (Any one Pers.) \$5,000
	Notice of Cancellation
Additional Insured	Municipality using ISO form CG201B or equivalent

Special	Hold Harmless as per attached or equivalent to sample
Evidence	Certificate of Insurance and copy of additional insured endorsement

III. OWNER'S PROTECTIVE

Coverage	Occurrence
Limits	Minimum Limit - \$1,000,000 CSL
Premium Payment	Responsibility of Contractor
Policy Period	Start of project and until project is accepted as completed by owner
Notice of Cancellation	30 Days
Evidence	1) Certificate of insurance, 2) copy of binder, 3) copy of original policy to be delivered within 45 days of start of project

IV. AUTOMOBILE INSURANCE

Coverage	Standard New York policy insuring all owned and non-owned vehicles
Limits	Minimum Limit - \$1,000,000 CSL
Additional Insured	Municipality
Notice of Cancellation	30 Days
Evidence	Certificate of Insurance

V. UMBRELLA LIABILITY

Coverage	Umbrella Form (Not Excess)
Minimum Limit	\$5,000,000
Additional Insured	Municipality
Notice of Cancellation	30 Days
Evidence	Certificate of Insurance

VI. PROPERTY INSURANCE

Explanation	New construction - If the project
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involves new construction, meaning a new building, a Builders Risk coverage should be obtained

Renovation - If the project involves remodeling, repairing, or additions, then an Installation Floater should be obtained

Coverage	a) Builders Risk - Completed Value with privilege to complete and occupy - Comprehensive Form b) Installation Floater - Comprehensive Form
Named Insured	Project Owner
Limit	Amount of Contract
Deductible	Maximum \$1,000 (Contractor is responsible for 100% of loss regardless of deductible)
Claims & Losses	To be adjusted with and payable to project owner
Notice of Cancellation	30 Days
Premium Responsibility	Contractor
Evidence	1) Certificate of insurance, 2) copy of binder, 3) original policy to be delivered within 45 days of start of project.

VII. BONDS

Bid Bond	Minimum of 5% of contract bid.
Bond Form	AIA Document A310 current edition.
Final Bond	Limit 100% of contract price including Performance and Payment bonds (labor & materials).
Bond Form	AIA Document A311 current edition.

- E. The term “caused by accident” in the standard policy shall be broadened by the inclusion of the term “occurrence”.
- F. Proof of Carriage of Insurance - The Contractor shall furnish the Owner, for its file, satisfactory proof of carriage of the insurance required, by submitting the original insurance policies and endorsements thereto or

properly executed conformed copies.

Each insurance policy and endorsement thereto shall contain an undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days notice to the Owner.

- G. The original policies and endorsements thereto shall specifically refer to the Project covered under the Contract and shall state that the insurance, as provided, conforms to the requirements of this Article.
- H. Each and every subcontractor shall be bound by these same terms of insurance.

G13. ACCIDENT PREVENTION

- A. During the performance of the Work, the Contractor shall exercise all reasonable precautions for the protection of persons and property. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with federal, state or municipal laws or regulations. The contractor is solely responsible for safety and all safety precautions.
- B. If any operation, practice or condition is deemed by the Engineer to be unsafe, he will notify the Contractor in writing to take corrective action, and that operation or practice shall be promptly discontinued until the required remedial action upon the affected portion of the Work is complete.
- C. The Contractor shall keep on the site, ready for immediate use, all articles necessary for giving first aid to the injured. He shall also have standing arrangement for the immediate removal and hospital treatment of all persons who may be injured on the Work.
- D. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full and sole responsibility at all times for safe prosecution of the Work.

G14. INDEMNIFICATION OF THE OWNER, THE ENGINEER AND THE CONSTRUCTION MANAGER (CM)

The Contractor shall pay and make good all losses and damages arising out of all causes connected with the Contract, and shall indemnify and save harmless the Owner, the Engineer, and the CM from all claims, liability, and responsibility, of every nature and kind, for losses, damages, and injuries, which any person or persons may sustain or suffer by reason of or in any way arising out of the Contract. The Contractor shall defend every suit, of any nature, which may be brought against the Owner, the CM or any of its officers, agents, or the Engineer, by reason of, or connected with, the work, labor, or materials and equipment furnished under the Contract, and shall pay all costs and expenses of every kind, character, and nature whatever, accruing upon or arising out of the Contract.

G15. NOTICE TO PROCEED AND 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.
- B. No work shall be performed by the Contractor until such notification has been issued by the Engineer. Thereafter, the Contractor shall notify the Engineer in writing, seventy-two (72) hours in advance of the date he intends to actually begin work.
- C. Time for completion of the Work shall be in accordance with that stipulated in the Proposal pages. Contractor shall note that time is of the essence to complete the project.
- D. The date for completion will be calculated from the date the Owner signed the Notice to Proceed. The Contractor shall prosecute the Work with diligence from day to day, and complete it at the time fixed.
- E. For the purpose of defining completion date, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Removal of the Contractor's equipment and other minor adjustments shall not prevent timely removal and clean-up of same.
- F. 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 Certificate of Substantial Completion and 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

criteria in establishing the date of substantial completion.

G16. EXTENSION OF TIME

- A. If the Contractor is delayed or obstructed in the prosecution of the Work by the neglect, delay, or default of any other contractors having a contract with the Owner for adjoining or contiguous work, or by any neglect, delay or default attributable to the Owner, or by any damage that may happen to the Work by fire, unavoidable accident or any unusual action of the elements, he shall be entitled to such an extension of time, but not for monetary compensation, for the completion of the Work as the Engineer certifies to as being just and reasonable; provided, however, that the Contractor shall make a claim in writing to the Owner for such extension of time within five (5) days after the date of the alleged cause for such delay occurred. This paragraph is subject to the requirements of Article G20, WEATHER.
- B. A reasonable and proper extension of time for completion of the Work may be allowed to the Contractor on account of extra work that may be ordered in accordance with the terms of the Contract, and as evaluated by the Engineer.
- C. If the satisfactory execution and completion of the Contract shall require work or material in significantly greater amounts or quantities than those set forth in the Contract, then the Contract Time will be reviewed for possible extension.
- D. Should the completion of the Contract be delayed in any manner whatsoever by reason of negligence on the part of the Contractor, the Owner may grant an extension of Contract Time, provided that the Contractor shall compensate the Owner for all engineering, construction management, inspection and related costs incurred by the Owner as a result of the granting of such permission. Likewise, should the Contractor be given approval to work on Saturdays, Sundays or state and federal holidays, he shall compensate the Owner for all engineering, construction management, inspection, and related costs involved as a consequence thereof. Such compensation will be deducted from the Contractor's monthly payment, and will be equal to the sums billed to the Owner by the Engineer, CM or others.
- E. It is incumbent upon the Contractor to determine which, if any, of the required lands and easements have been obtained by the Owner, and to devise his construction schedule accordingly. Scheduling of manpower and equipment shall also be performed in consideration of these requirements. No claims will be acknowledged for idle equipment, loss of anticipated profits, or other similar circumstances.
- F. An extension of time will be the contractor's sole remedy for any and all delays or claims. Monetary compensation will not be considered for delays or claims of

any kind.

G17. DEFAULT IN COMPLETION

The Engineer will determine the number of calendar days that the Contractor is in default in completing the Work and will make recommendations regarding the same to the Owner. The decision of the Owner regarding the duration of default shall be final in the case and shall be binding and conclusive upon all parties to the Contract.

G18. STRIKES

The Contractor shall adjust all strikes, or other labor troubles, and no allowance will be made for such delays in the time limit herein named.

G19. LIQUIDATED DAMAGES

Inasmuch as the damages and losses to the Owner which will result from a failure by the Contractor to complete the Work within the period specified, extended as herein provided, are not readily subject to certain computation, but will include interest on moneys borrowed for construction, loss of funding or grants, fines, additional engineering, legal and auditing costs, inspector's wages and loss from the inability of the Owner to enter into possession, the damages to the Owner for delay in case of such failure on the part of the Contractor shall be liquidated in the sum indicated within the proposal pages, per day, Liquidated Damages and Scheduling Constraints for each consecutive calendar day in excess of the time specified. Liquidated damages for concurrent contracts are computed and assessed separately for each contract.

The Owner is fully authorized and empowered to deduct and retain the amount of all damages determined as hereinbefore stipulated, for each calendar day that the Contractor is in default in completing the Work, from any monies due or to become due the Contractor under the provisions of the Contract, at any time after such damages are so incurred. In the event such damages exceed the amount of all moneys due or to become due, the Contractor or his surety shall pay the balance to the Owner.

G20. WEATHER

A. During unsuitable weather, all work shall stop when such work would be liable to injury by the elements, and the Contractor shall transfer his men and materials to those parts of the Work where weather conditions will not have an adverse effect on the workmanship or materials furnished. The Contractor shall not be entitled to any damages on account of such changes or suspension and he shall protect all work that might be injured by the elements and make good all work that is injured.

- B. Notwithstanding the contents of A. above, the Contractor shall not be entitled to extension of the Contract Time, nor to claims for additional compensation, occasioned by delays or damages due to inclement weather conditions, it being agreed and understood that inclement weather conditions are a normal occurrence in the climatic region of the Project. Abnormal weather conditions, as determined by the Engineer, will be considered valid grounds for an extension of the Contract Time, but not for additional compensation to the Contractor.

G21. WORKING HOURS & HOLIDAYS

The work day for the Village staff begins at 7:00 a.m. and ends at 4:30 p.m., excepting Saturdays, Sundays, and local, State and Federal holidays. If the Contractor wishes to prosecute any portion of the Work beyond these hours, he shall first obtain permission from the Engineer, Construction Manager and Owner, notifying them each time in advance, and giving them ample time in which to procure plant staff to be present for the work and an engineer and/or inspector if required for the work.

G22. WORKING SITE

The Contractor, in all cases, will be required to confine his operations to the limits of the construction right-of-way, or in the instance where the site is owned by the Owner, within the property lines. If the Contractor requires additional space, it will be his responsibility to negotiate and pay for same and to obtain written approval from the Owner of the land.

G23. CHANGES IN PLANS AND SPECIFICATIONS

- A. The Owner reserves the right to make changes in the Plans and Specifications or to increase or decrease the nature or scope of work at any time before or after construction has commenced.
- B. Except as hereinafter provided, no such change shall be binding upon the Contractor nor require the payment of additional compensation to the Contractor, unless it has been ordered in writing by the Engineer who has been specifically authorized thereto in writing by the Owner.
- C. Except as hereinafter provided, no oral agreement, conversation or understanding between the Contractor and the Engineer or any Inspector or anyone representing the Owner before or after the execution of the Contract shall affect or modify any of the terms or obligations of the Contract Documents, nor excuse the performance of any work in any manner contrary to the terms of the Contract Documents.
- D. The Contractor shall comply with all oral instructions of the Engineer which require no more than an increase or decrease in quantities of those items

covered by unit prices, if applicable, bid in the Proposal.

- E. For all work performed by the Contractor pursuant to such oral instructions which involves an increase in the quantities contained in the Proposal, payment will be made under the unit prices, if applicable to the work actually done in accordance with the actual amount of such work done. If such oral instructions decrease the quantities or amount of work, no payment will be made to the Contractor to compensate him for any loss of anticipated profit on the work omitted.
- F. In the case of work performed by the Contractor pursuant to oral instructions involving a lump sum price contained in the Proposal, no additional compensation shall be paid. If any change involves a decrease in the amount of work to be performed, a suitable credit shall be given to the Owner for the work omitted.

The amount of credit shall be determined from the breakdown of lump sum prices furnished by the Contractor under BASIS OF PAYMENT, or from other data which will substantiate the cost of work to be omitted.

- G. If the Contractor proceeds with the performance of any work in accordance with oral instructions of the Engineer, it shall be conclusively presumed that the unit prices or lump sum prices stated in the Contractor's Proposal apply to such work and no additional or different compensation shall be paid.
- H. If the Contractor does not concede that the unit prices or lump sum price in his Proposal should be applicable to any work required to be performed under oral instructions of the Engineer, he shall notify the Engineer that such unit prices or lump sum prices do not apply and, in such case, the oral instructions of the Engineer, shall not be effective unless confirmed in writing as hereinabove provided.
- I. The Contractor shall not vary in any manner from the Drawings and Specifications except with the written permission of the Engineer. All engineering analysis, review or redesign required, due to the Contractor's changes or proposed changes in construction from the clear intent of the Contract Plans and Specifications, shall be performed by the Engineer, or, at the Engineer's option, shall be performed by others and reviewed by the Engineer. The cost of either engineering service shall be computed at the Engineer's standard fee schedule, and shall be borne by the Contractor.

G24. EXTRA WORK/SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

- A. The Contractor shall perform extra work, for which there is no provision included in the Contract, whenever, to complete fully the Work as contemplated, it is

deemed necessary or desirable by written direction of the Engineer, and such extra work shall be done in accordance with the Specifications therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon previously in writing by the Contractor and the Engineer, after approval in writing by the Owner.

- B. The Owner without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed in conformity with the terms and conditions of the original contract, unless otherwise provided in the order for same. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- C. No instructions, either written or verbal shall be construed as an order for changes unless it be in the form of a Change Order, bearing the signed approval of the Owner and Engineer, and the signed acceptance of the Contractor, except in the case of disagreement as to value of changes, when the Contractor's signature to the order will not be mandatory. Change Order shall describe or enumerate the work to be performed and state the price, if any, to be added to or deducted from the contract sum.

If the nature of the work is such that a Change Order, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Engineer, with the accompanying statement that a Change Order will be issued when the necessary information is at hand.

- D. Except as provided in the above paragraph, no change shall be made, unless in pursuance of a Change Order, and no claim for an addition to the contract sum shall be valid unless so ordered. If the Contractor believes that any instructions, by drawing or otherwise, involves extra cost under his contract, he shall give the Engineer written notice thereof and await instructions before proceeding to execute such work.
- E. The value of any change shall be determined by one or more of the following methods:
 - 1. By prices specifically named in the specifications or proposals;
 - 2. By acceptance of agreed unit prices, if applicable, based on estimated cost plus overhead and profit as applicable;
 - 3. By an estimate of the actual cost of labor and material, cost to be determined as the work progresses but not to exceed a predetermined figure, to which overhead and profit may be added as defined in Paragraphs H(1) and H(2) below (i.e., - time and material with an upset

limit on cost).

4. By actual cost of labor and materials, cost to be determined as the work progresses, to which overhead and profit may be added as defined in Paragraphs H(1) and H(2) below (i.e., - time and material with no upset limit on cost).
5. By the acceptance of lump sum price determined from an approved detailed estimate of cost.
The Engineer shall be the final authority on which pricing method will apply, however when the proposal contains a unit price item for the item of work to be performed the value of the change will only be as determined by the unit price bid regardless of the quantity involved.

- F. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by Paragraph G.

Overhead shall be considered to include, but not be limited to insurance (other than as mentioned in Paragraph G) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, and the like.

- G. Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

1. Cost of materials delivered to the job site for incorporation into the contract work.
2. Wages paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.
3. Premiums or taxes paid by the Contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
4. Sales taxes paid as required by law. (See also Information for Bidders).
5. Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of the published monthly rate. In the alternative, the

Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

6. When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but should be no more than its cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under Item 1 exceeds the cost of salvage, a suitable credit shall be given the Owner.
- H. Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes his proposal, of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs:
1. If the work is done directly by the Contractor, overhead in an amount not to exceed ten (10) percent may be added if Method E(3) or E(4) is used, and to the cost of the labor and materials plus overhead there may be added up to ten (10) percent for profit. The percentages for overhead and profit should vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph. No percentages for overhead and profit will be allowed on the premium portion of overtime pay.
 2. If the work is done by a subcontractor, the subcontractor's overhead in the amount not to exceed five (5) percent may be added to the cost of labor and materials if Methods E(3) or E(4) is used and to the cost of labor and materials plus overhead there may be added up to ten (10) percent for the contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on the premium portion of overtime pay.
- I. When in the judgment of the Engineer an emergency exists, the Engineer shall have the authority to order such extra work as is required to meet the emergency. The Engineer will report to the Owner the existence of the emergency and the extra work necessitated thereby within twenty-four (24) hours after the extra work pursuant to the emergency has been ordered. The Owner may then make a decision as to the continuation of the emergency work and may approve or disapprove the completion of the extra work ordered pursuant thereto and the

Owner's decision shall be final in the matter. In the event the Owner disapproves completion of said emergency work, the Contractor will be paid for such work as has been performed prior to receipt of notice to discontinue the same. Payment for the work performed will be on the basis described in E4.

- J. The Engineer will certify to the Owner the amount and value of the extra work and the Contractor shall furnish to the Engineer such itemized statements of the cost of the extra work as the Engineer requires and shall give the Engineer access to all accounts, bills and vouchers relating thereto.
- K. No order for extra work, nor the doing of any extra work, at any time or place, shall in any manner or extent relieve the Contractor or the Surety on his bond or bonds from any of their obligations under the Contract Documents.

All extra work orders being given and all extra work being done, under and in accordance with the Contract, are to be considered a part of the same and subject to each and every one of the terms and requirements of the Contract Documents, and fully covered by the bond or bonds furnished by the Contractor.

- L. It shall not constitute extra work entitling the Contractor to additional compensation if the Engineer shall order changes or increases in plant or personnel to maintain the scheduled rate of progress in the Work to be done under the Contract. Approval by the Engineer of materials or equipment substituted by the Contractor for those specified shall likewise not constitute extra work.
- M. Payment for completed work encompassed in change orders will be made to the Contractor when the change order has been formally approved by the Owner.
- N. Significant changes in the character of work shall be as defined in the section on Changed Conditions and Disputed Work Provisions as contained herein and shall be compensated as defined in that same section.

G25. CLAIMS AND DISPUTES

- A. Claims and disputes shall be settled pursuant to the procedures contained in the section on Changed Conditions and Disputed Work Provisions as contained herein.

G26. CHANGES NOT TO AFFECT BOND

It is distinctly agreed and understood that any changes made in Plans and Specifications

for the Work, whether such changes increase or decrease the amount thereof, or any change in the manner or time of payments made by the Owner to the Contractor, of any order for extra work, shall in no way annul, release or affect the liability and surety on the bond or bonds given by the Contractor.

G27. MEASUREMENT

Unless specifically stated in detail in the Specifications, no extra measurements or customary measurements of any kind shall be allowed in measuring the Work, but only the actual lengths, areas, solid contents, number or weights, as required by terms of the Contract Documents shall be considered.

G28. BASIS OF PAYMENT

A. The Owner will pay, and the Contractor shall accept, the unit and/or the lump sum prices stipulated in the Proposal attached hereto as full compensation for furnishing all materials, and for doing all Work contemplated and specified in the Contract Documents.

The prices shall cover the cost of all plant and tools and of all labor and materials, together with all expenses of moving and shipping equipment, as well as all royalties for patents, patented articles, material, appliances, processes, compositions, combinations, means, and things of whatever kind that shall be furnished or needed, to complete the entire Work in all details ready for the purpose for which it is intended.

B. On lump sum items, or lump sum contracts, the Contractor shall submit to the Engineer for approval prior to the start of work under the Contract, a schedule showing a breakdown of the labor, materials, and equipment and other costs used in the preparation of the bid. This shall be in sufficient detail to indicate separate figures for excavation, concrete, reinforcing steel, equipment and all other items making up the lump sum price. Cost breakdown shall be separately itemized for each structure in the Project. Where the cost breakdown includes items for Bond Payment, Job Set-Up, or Job Mobilization, these items will be paid for at 25% each line item over the course of the first four months for which payment is otherwise due. This schedule shall be used in computing the periodic estimate which is issued monthly and as a basis for negotiations concerning any credits which may arise during the execution of the Project.

G29. PARTIAL PAYMENTS

During the progress of the Work, payments will be made as follows:

A. The Engineer, in consultation with the Contractor, will within the first ten days of each month, estimate the amount of work done and materials and equipment built into the Work during the previous calendar month. The quantities so

determined will be used as the basis for a periodic estimate whenever the value of said monthly work exceeds one thousand (\$1,000.00) dollars and shall indicate the value of the work performed and materials and equipment built into the Work in accordance with the Contract.

As soon as practicable thereafter, the Owner will pay the Contractor an amount equal to ninety-five percent (95%) of the value of such work, materials and equipment indicated on the periodic estimate, less the amount of all previous payments. The remaining five percent (5%) shall be deducted from each and every estimate made under the entire Contract, and shall be retained until such time as stipulated in Articles G31-G33.

- B. The monthly estimate of the Engineer will be approximate and no claim shall be made by the Contractor for additional payments based on any error in any periodic estimate.
- C. Payment may at any time be withheld if the Work is not proceeding in accordance with the Contract, or if, in the judgment of the Engineer, the Contractor is not complying with the requirements of the Contract Documents.
- D. All work covered by partial payment made shall thereupon become the sole property of the Owner but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all items of the Contract Documents.
- E. The Contractor may receive compensation for materials delivered to the site 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.
 - 3. 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.
 - 4. The Engineer has agreed to the pre-purchasing of the materials.

G30 PAYMENT TO CONTRACTOR

- A. The Contractor shall submit with each and every voucher for payment for work completed under this Contract, a statement as to the amounts due and owing by the Contractor to labor, subcontractors and materialmen and a certificate relative to payments now due.
- B. Specimens of the required statement and certification are included herein.
- C. In the event the inspection disclosed the existence of defects in the materials, equipment or workmanship or other noncompliance's with the Contract Documents, the Contractor shall be required to immediately make good and rectify all defects.
- D. If the Contractor shall fail or neglect to satisfy the requirements of the Owner with respect to making the necessary corrections, then the Owner may proceed to have the Work executed by others and the cost and expense thereof will be borne by the Contractor and his Sureties. Correction of defects and noncompliance and payment for such by the Contractor or his Sureties shall terminate the Contract and release all parties hereunder subject to INSPECTION AND CORRECTION OF WORK.
- E. Each request for payment shall include :
 - a) Certified payroll reports from the contractor and each sub-contractor
 - b) Lien release (partial lien release) from the contractor and each sub-contractor

SPECIMEN

STATEMENTS AS TO AMOUNTS DUE AND OWING BY CONTRACTOR TO LABORERS, SUBCONTRACTORS AND MATERIALMEN. TO BE SUBMITTED WITH EACH AND EVERY VOUCHER.

STATE OF _____)
) ss.:
COUNTY OF _____)

_____, being duly sworn, deposes and says that he is the President of _____ furnishing labor and materials in connection with a public improvement for the _____ for _____ work. That to his knowledge all laborers for daily or weekly wages employed by _____ have been paid in full and to the best of his knowledge all laborers with daily or weekly wages employed by subcontractors of _____ on such employment have been paid in full, except as follows:

That to his knowledge, all subcontractors for labor and/or materials engaged by _____ and materials dealers engaged by it have been paid by it the amount of money due them or not less than the amount paid by the Owner to the Contractor on account of their labor and/or materials in accordance with previous requisitions.

This statement is made pursuant to all applicable provisions of the Labor Law of the State of _____

By: _____

STATE OF
COUNTY OF

)
) ss.:
)

_____, being
duly sworn, deposes and says that deponent is the President of _____
the corporation named in the within action; that deponent has read the foregoing Statement
and knows the contents thereof; and that the same is true to deponent's own knowledge, except
as to the matters therein stated to be alleged upon information and belief and to those matters
deponent believes it to be true. This verification is made by deponent because _____
is a _____ corporation. Deponent is an officer
thereof, to-wit, its President.

By: _____
President

Sworn to before me this _____
day of, 20 _____

(Notary Public)

G31. SUBSTANTIAL AND FINAL CERTIFICATES

- A. Upon substantial completion of the Work in accordance with Article G15, and acceptance thereof by the Engineer and the Owner, and as soon thereafter as practicable, the Engineer will prepare a Certificate of Substantial Completion (AIA Form G704), which will indicate the value of work performed and materials and equipment furnished, and the exact aggregate amount of the compensation to which the Contractor will become entitled under the terms of the Contract.
- B. Attached to the Certificate of Substantial Completion will be a punch list, as stipulated in G15. The Engineer will calculate and itemize, in the Certificate of Substantial Completion, either (a) the sum of money which, in the Engineer's opinion, would be necessary to expend if the Owner were to contract with others for the final completion of the work and satisfaction of all punch list items; or (b) the sum of money represented in the Contractor's bid schedule for the punch list items; whichever is greater.
- C. This punch list shall not be considered all-inclusive and any outstanding contract requirements discovered by the Owner or the Engineer shall be repaired, replaced and corrected prior to the Final Inspection. The Engineer shall provide written notice of such additional outstanding work items.
- D. The Certificate of Substantial Completion will be submitted to the Owner and a copy furnished to the Contractor. Upon approval of the Certificate of Substantial Completion by Owner, and as soon as practicable thereafter, the Owner will pay to the Contractor an amount equal to one hundred percent (100%) of the total compensation to which the Contractor is entitled for the performance of the Contract, less the amount of previous payments, less the sum as stipulated under B. above for remaining punch list work, less 5% retainage to be held by the Owner for the period up to issuance of the Final Certificate.
- E. Upon issuance of the Certificate of Substantial Completion, the one-year guarantee period shall commence for all work other than items represented on the punch list. The one-year maintenance period for punch list items will begin upon issuance of the Final Certificate.
- F. Upon final completion of the Work in accordance with the Contract as stipulated in Article G15 and acceptance thereof by the Engineer and the Owner, and as soon thereafter as practicable, the Engineer will prepare a Final Certificate which will indicate the value of the work performed and materials and equipment furnished, and exact aggregate amount of the compensation to which the Contractor will become entitled under the terms of this Contract.

- G. The Final Certificate will be submitted to the Owner and a copy furnished to the Contractor. Upon approval of the Final Certificate by the Owner, and as soon as practicable thereafter, the Owner will pay the Contractor an amount equal to one hundred percent (100%) of the total compensation to which the Contractor is entitled for the performance of the Contract, less the amount of all previous payments. The Performance and Labor and Material Bonds will be retained for one year from the date of final completion as determined by the Engineer as a guarantee against defects of materials, equipment, workmanship or other Contract performance.

G32. ACCEPTANCE OF FINAL CERTIFICATE

The Contractor shall be conclusively deemed to have accepted the Final Certificate 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 Certificate to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such certificate and of any claim for damages or compensation in excess of the amounts shown on the Certificate.

The acceptance by the Contractor of the Final Certificate 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.

G33. RELEASE OF RETAINAGE & REINSPECTION OF WORK

- A. Retainage will be released upon issuance of the final certificate in accordance with Articles G29 through G31 hereinbefore.
- B. Within one year after the date of completion as determined by the Engineer, the Owner may make, or cause to be made, a re-inspection of the Work. If the Work is found satisfactory and in accordance with the Contract Documents, the Owner will approve the termination of the Contract.
- C. In the event the inspection discloses the existence of defects in the materials, equipment or workmanship or other noncompliance's with the Contract Documents, the Contractor shall be required to immediately make good and rectify all defects. Any item of equipment which has failed to maintain the performance or other salient requirements of these specifications, shows undue wear, or other deleterious effects, will be considered defective. If the Contractor shall fail or neglect to satisfy the requirements of the Owner with respect to making the necessary corrections, then the Owner may proceed to have the Work executed by others and the cost and expense thereof will be borne by the Contractor and his sureties. Correction of defects and noncompliance and payment for such by the Contractor or his Sureties shall terminate the Contract

and release all parties hereunder subject to INSPECTION AND CORRECTION OF WORK.

G34. SCOPE OF PAYMENTS

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.

G35. RIGHT TO WITHHOLD PAYMENTS

- A. The Owner may withhold from the Contractor so much of any approved payments due him as may in the judgment of the Owner be necessary:
1. To assure the payment of any lien, stop notice or claim filed with the Owner for work, labor or materials, done, performed, or delivered and used in the prosecution of the Work herein provided for (whether in strictly legal form or otherwise);
 2. To protect the Owner from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with all requirements of the Contract; or
 3. To protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor or any of his subcontractors.
- B. The Owner shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as it may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

- C. Before release to the Contractor of any funds retained under this provision, the Contractor shall furnish satisfactory written evidence to the Owner that the claim or claims have been fully paid or satisfied.

G36. RIGHT TO USE WORK

The Owner may enter upon and use the whole or any portion of the Work which may be in condition to use at any time previous to its final acceptance by the Owner. Such use shall not constitute or be evidence of acceptance by the Owner or the Engineer of the whole or any part of the material or equipment furnished or work performed under this Contract.

G37. NOTICE OF WARNING AND STOP WORK ORDER/SUSPENSION OF WORK ORDERED BY THE ENGINEER

- A. If the Contractor shall fail to make prompt payment to persons supplying labor, materials, or equipment for the Work, or refuse or fail to supply enough properly skilled workmen, or proper materials, or refuse or fail to prosecute the Work or any part hereof in accordance with the Contract Documents with such diligence as will insure its completion within the period specified (or any duly authorized extension thereof), or fail to complete the Work within said period, or fail or refuse to regard laws, ordinances, codes, and instructions of the Engineer, then the Engineer will forward by registered mail to the Contractor, at the address given in the Contract, a Notice of Warning, and in the event the Contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Owner shall have the right to terminate the Contract.
- B. In the event a Stop Work Order is issued, the Contractor shall coordinate with the Engineer to determine and remedy the situation for which the Stop Work Order is issued, irrespective of any conditions indicating that the Contractor has or has not created just cause for the Engineer to issue a Stop Work Order.
- C. The requirements and conditions of this Article apply to each and every Notice of Warning and/or Stop Work Order issued throughout the course of the Work.

G38. TERMINATION OF CONTRACT

The Owner may terminate the contract if:

- A. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- B. A receiver or liquidator shall be appointed for the Contractor or 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 abandon the Work; or
- D. The Contractor shall fail to make prompt payments to persons supplying labor, materials or equipment for the Work after Notice of Warning from the Engineer; or
- E. The Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials or proper workmanship, or shall unnecessarily or unreasonably delay the Work; or
- F. The Contractor shall refuse or fail after Notice of Warning from the Engineer to prosecute the Work or any part thereof in accordance with the Contract Documents; or
- G. The Contractor shall refuse or fail after Notice of Warning from the Engineer to prosecute the Work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the Work within said period; or
- H. The Contractor shall fail or refuse after Notice of Warning from the Engineer to regard laws, ordinances, codes or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of the Contract.
- I. The contractor.

Then, and in any such event, the Owner without prejudice to any other rights or remedy it may have, may by three (3) days' notice to the Contractor may terminate (for convenience or cause at any time) the employment of the Contractor and his right to proceed, either as to the entire Work, or, at the option of the Owner, as to any portion thereof as to which delay shall have occurred, and may take possession of the Work and such materials and supplies as may be on the site of the Work and may complete the Work by contract or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive 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, administrative, engineering and inspection services and all damages for delay), such excess will be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his Sureties shall be liable to the Owner for such excess.

G39. PATENT RIGHTS

The Contractor shall be responsible for all fees and licenses for all patented inventions or

private contrivances, articles, or arrangements that may be used upon, or in connection with all or any part or division of the Project, during construction, erection, operation or maintenance, and the Owner shall be protected and held harmless by the Contractor against all demands for such fees or claims. The Contractor shall further defend the Owner, the CM, the Engineer, and all other agents against all suits which may be brought by reason of any claim, or claims, for damages.

G40. PERMITS

The Contractor's attention is directed to all phases of the Work wherein the authority for permits or licenses is vested in private companies, corporations or in federal, state, county or municipal agencies. He shall familiarize himself with the procedure in securing such permits or licenses and approvals as are necessary, accept full responsibility for obtaining the same, and comply with the stipulations contained therein. Unless otherwise specified, the Contractor is required to pay the cost and expense of securing the permits and licenses and all other costs connected therewith. The Contractor will not be required to pay for permits issued by the Owner, or his agents. The Owner will cooperate with the Contractor to the extent reasonably required to facilitate obtaining permits and approvals.

G41. LAWS AND ORDINANCES

- A. In the execution of the Contract, the Contractor shall observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of the Contract, including, but not limited to, labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees or his work hereunder in his relations with the Owner or any other persons, and also all laws, codes and ordinances controlling or limiting the Contractor while engaged in executing the Work under the Contract.
- B. As a condition of the Contract, the Contractor shall and does hereby agree to comply with all requirements of the labor laws and other laws of the state in which the Work is being executed.

G42. LIABILITY OF CONTRACTOR

Whenever the Contractor is required by existing state, federal, local, and/or municipal laws, ordinances, rules or regulations, or by any state, federal, local, and/or municipal laws, ordinances, rules or regulations that may be enacted hereafter pertaining to the Work to be done under this Contract, to secure any permits or licenses to carry on any operation or operations in connection with the performance of this Contract and/or to act under the direction or supervision of the Owner, official, and/or employee, in connection with any such operation or operations, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and description resulting or which may result,

directly or indirectly, from any such operation or operations, and shall indemnify and save harmless the Owner, the CM and Engineer from all suits, actions, costs and damages of every kind and description arising or which may arise, directly or indirectly, from the said operation or operations.

G43. SUBSTITUTION BOND

If, at any time, the Contractor's Surety or Sureties, or the carriers of the insurance herein specified to be written, become insolvent, or, in a reasonable judgment of the Owner, become unsafe or unsound, then upon five (5) days' written notice from the Owner to the Contractor, the Contractor shall substitute such Surety or insurance carrier with other surety or carrier as shall be satisfactory to the Owner. All additional premiums caused by such substitution shall be paid for by the Contractor, without additional compensation therefore.

G44. WAIVER

- A. Neither the inspection by the Owner, the CM, the Engineer, or any of their employees, nor any order, measurement or certificate by the Engineer, nor any order by the Owner for the payment of any money, nor any payment for, or acceptance of the whole or part of the Work by the Engineer or the Owner, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Each remedy provided in the Contract shall be construed as cumulative, that is, in addition to each and every other remedy herein provided.
- B. No modifications of the Contract or waiver of any of its terms or provisions, except as herein provided, shall be made by or on behalf of the Owner, excepting by a resolution duly adopted by said Owner, and duly entered in the Owner's official minutes.

G45. NO LIMITATION OF LIABILITY

It is understood and agreed that all of the duties, liabilities, and/or obligations imposed upon or assumed by the Contractor and the Surety, or either of them, by or under the Contract Documents, shall be taken and construed to be cumulative and that the mention of any specific duty, liability, or obligation imposed upon or assumed by the Contractor and/or Surety under the Contract Documents shall not be taken or construed as a limitation or restriction imposed upon or assumed by the Contractor and/or the Surety by or under the Contract Documents.

G46. LEGAL ADDRESS

The address given in the Bid Form upon which the Contract is founded is hereby designated as the place where notices, letters, and other communications to the Contractor shall be mailed or delivered. The delivery at the above named place, or the depositing in a post-paid wrapper directed to the above place, in any post office box, regularly maintained by the United States Postal Service, of any notice, letter or other communication to the Contractor shall be deemed a sufficient delivery thereof to the Contractor. Such address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the delivery of any notice, letter, or other communication to the Contractor personally.

G47. EXCESS COST OF ENGINEERING, C.M., INSPECTION AND TESTING

- A. Owner will charge to Contractor and will deduct from the partial and final payments for the Work all excess engineering, construction management, inspection and testing charges incurred by Owner in connection with the following:
1. Services and other similar charges required as a result of Contractor's and subcontractor's errors, omissions or failure to conform to the requirements of the Contract Documents.
 2. Services required to examine and evaluate any changes or alternates proposed by Contractor solely for the convenience of the Contractor.
 3. Services as a result of Contractor's proposed substitution of materials or equipment.
 4. Services as a result of changes by Contractor in dimensions, weights, power requirements, etc., of the equipment, materials, and accessories furnished.
 5. Services for the review of resubmissions of previously "approved" (no exception taken) or "approved as noted" (furnish as corrected) shop drawings.
 6. Services for the review of shop drawings submitted more than two (2) times for the same portion of the Work, item or equipment.
 7. Testing Laboratory charges and engineering and inspection expenses in connection with any overtime work.
 8. Services as a result of Contractor not completing the Work within the specified time.
 9. Services of the CM for oversight relating to the items listed above.
 10. All charges to Contractor by Owner will be at actual cost invoiced to Owner. Owner will provide Contractor with copies of all bills and invoices to substantiate the charges to Contractor.

G48. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- A. Each and every provision of law and clause required by law to be inserted in the 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 Contractor shall forthwith be physically amended to make such insertion.
- B. If the Contract contains any unlawful provisions not an essential part of the general structure of the contract and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed of no effect and shall be deemed stricken from the Contract without affecting the binding force of the remainder.

G49. COMPENSATION

- A. Unless otherwise specified, all items of cost required to fulfill the General Conditions, and the various provisions of the Technical Specifications of the Contract shall be included in the price or prices bid in the Proposal for the Contract upon which a bid is being submitted.

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Technical Specifications

SECTION 01011 - SUMMARY OF WORK

All work performed under this Contract shall be in accordance with the following specifications (latest edition, including Addenda).

1. Code of the Town of Huntington and Inc. Village of Northport.
2. Code Manual for the State of New York Building Construction Code.
3. Sanitary Code of the State of New York (Part 5).
4. Environmental Conservation Law of the State of New York.
5. Federal Communications Commission (FCC) requirements.
6. Codes and Regulations of Suffolk County Department of Health Services.
7. Codes and Regulations of New York State Department of Health.

Unless otherwise modified, the major work items under this Contract shall conform to the applicable State or County item.

PART 1 - GENERAL

1.0 SITE UTILITIES

- A. The contractor is required to furnish all labor, equipment, materials and incidentals, and coordination with other Contractors, necessary to complete construction, connection and use of Site Utilities as required by the Contract Drawings and as indicated in the Specifications. The project shall include, but not necessarily be limited to, the following:

For furnishing all labor, materials and equipment necessary for the SANITARY PIPE REPLACEMENT including, trenching and backfilling, installing PVC piping provided by the Village, furnishing and installing fittings and ductile iron pipe, not provided by the Village, connections, testing, and all appurtenances. Work also includes providing temporary sanitary pump truck for temporary bypass of existing sanitary sewer flow from residential homes to facilitate connections to existing sewer with new. Work includes removal of existing sanitary manholes and abandonment of existing cast iron sanitary pipe in place, making new sanitary wye connections and completing house service connections to existing. Coordination for temporary sanitary service interruptions with Village personnel is mandatory.

- B. Coordination with other contractors for the installations of all work under this contract.

SECTION 01011 - SUMMARY OF WORK

2.0 LOCATION OF WORK

The Site is located at the residential properties of 113, 107, 105 and 99 Bayview Avenue in the Inc. Village of Northport. Space for Contractor's supplies and mobilization is not available at the site. The Contractor is responsible for the security of all materials stored at other approved Village property locations, such as the Wastewater Treatment Plant.

3.0 SPECIAL NOTES

- A. The contractor is being made aware that the Inc. Village of Northport has new PVC sanitary sewer pipe stored at the wastewater treatment plant at Scudder Park. This shall be used for the PVC pipe installations indicated on the plans. The pipe product is, "Certa-LOK C900 RJIB 8"-DR18 (Integral Bell - Joints connect directly together) 20 ft laying length".
- B. The contractor will need to purchase spline material for each of the pipe joints for the entire length of PVC pipe run being installed and need the use of a spline insertion tool.
- C. The project job site access will be limited to the shoreline side only for equipment and materials to be delivered for construction and installation. There will be no long term storage of materials at the job site. Storage can be provided at the wastewater treatment plant and must be coordinated with the Village. Access by workers on a limited basis from the Bayview Avenue side can be by way of the steps on the north side of 113 Bayview Avenue. This may be necessary for pump truck coordination during temporary by-pass for completing connections to existing sanitary sewer.

END OF SECTION

SECTION 01019 - CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Labor and wages.
- B. Schedule of values.
- C. Application for payment.
- D. Change procedures.

1.02 - RELATED SECTIONS

- A. Section 01300 - Submittals.

1.03 - LABOR AND WAGES

- A. 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 and as shown in the Prevailing Rate Schedule, either shown on the enclosed sheets or the current prevailing rates paid at the time of construction.

1.04 - SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 or, if approved, Contractor's electronic media printout.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the indexes of this Project. Identify each line item with number and title of the major specification section. Identify site mobilization, bonds and insurance and testing.
- D. Include in each line item the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.05 - APPLICATIONS FOR PAYMENT

- A. Submit two originals of each payment application identifying current contract sum, previous payments, appropriate retainage and sum due to the Engineer.

SECTION 01019 - CONTRACT CONSIDERATIONS

- B. Content and Format: Utilize Proposal B for listing items in Application for Payment.
- C. The Contractor and the Engineer must jointly agree upon all quantities and amounts. The payment will not be processed until such an agreement is reached.
- D. Payment Period: 30 days.
- E. Include photos of the appropriate work completed at time of payment application.

1.06 - CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by the Owner.
- B. The Engineer may issue a Proposal Request, which includes a description of a proposed change with supplementary or revised drawings and specifications, if necessary, a change in contract time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 7 days.
- C. The Contractor may propose a change by submitting request for change to the Engineer, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the contract sum/price and contract time with full documentation and a statement describing the effect on Work by separate or other contractors.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01019

SECTION 01039 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Existing conditions.
- D. Alteration project procedures.
- E. Cutting and patching.
- F. Permits and regulations.
- G. Preconstruction conference.
- H. Site mobilization conference.
- I. Progress meetings.
- J. Preinstallation conferences.

1.02 - RELATED SECTIONS

- A. Section 01040 - Coordination (Utilities).

1.03 - COORDINATION

- A. The Contractor, all other contractors and all subcontractors shall coordinate their work with all adjacent work and shall coordinate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their materials.
- B. Coordinate present and future scheduling, submittals and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements and installation of mechanical and electrical work

SECTION 01039 - COORDINATION AND MEETINGS

which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- E. In finished areas except as otherwise indicated, conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean up of work of separate sections in preparation for substantial completion and for portions of work designated for Owner's occupancy or acceptance.
- G. After Owner occupancy or acceptance of premises, coordinate access to site for correction of defective work and work not in accordance with contract documents, to minimize disruption of Owner's activities.

1.04 - FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of New York and acceptable to the Engineer.
- B. Contractor to locate, maintain and protect survey control and reference points.
- C. The Contractor is responsible for all stakeout required to complete the project.
- D. Control datum for survey is indicated on the plans.
- E. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.
- F. Submit a copy of registered site drawing and certificate signed by the Land Surveyor that the elevations and locations of the work are in conformance with the contract documents prior to commencing work.

1.05 - EXISTING CONDITIONS

- A. The Contractor is to verify, prior to commencing work of the particular section, that all data, dimensions, elevations, openings, clearances and conditions are as indicated on the plans or in the specifications.
- B. Variations from what is shown as existing on the plans or in the specifications shall not relieve the Contractor from providing a finished product as shown on the plans and in the specifications.
- C. If the variation of existing conditions is such that the finished product is

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prohibited from being properly installed, the Contractor is to submit a corrective measure which will enable the proper installation. This corrective measure is not to be implemented until approved by the Engineer.

1.06 - ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.
- G. Where a change of plane of 1/4 inch (6 mm) or more occurs, submit recommendation for providing a smooth transition for Engineer review.
- H. Patch or replace portions of existing surfaces which are damaged, lifted, discolored or showing other imperfections.
- I. Finish surfaces as specified in individual product sections.

1.07 - CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance or safety of element.
 - 4. Visual qualities of sight-exposed elements.

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5. Work of Owner or separate contractor.
- C. Execute cutting, fitting and patching to complete work, and to:
1. Fit the several parts together, to integrate with other work.
 2. Uncover work to install or correct ill-timed work.
 3. Remove and replace defective and non-conforming work.
 4. Remove samples of installed work for testing.
 5. Provide openings in elements of work for penetrations of mechanical and electrical work.
- D. Execute work by methods which will avoid damage to other work or surrounding materials or finishes, and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using an appropriate saw or drill intended for use on the substrate.
- F. Restore work with new products in accordance with requirements of contract documents.
- G. Fit work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- J. Identify any hazardous substance or condition exposed during the work to the Engineer for decision or remedy.

1.08 - PERMITS AND REGULATIONS

- A. Obtain and pay for all permits required for the construction operations.
- B. The Contractor is to verify the requirements for any and all permits.
- C. Submit a copy of each permit required under provisions of Section 01300.
- D. All work performed is to be in strict accordance with the regulations and

SECTION 01039 - COORDINATION AND MEETINGS

requirements of the various civil agencies having jurisdiction thereof.

- E. Upon completion of the work and before final payment is made, submit all certificates of approval issued by the various agencies.

1.09 - PRECONSTRUCTION CONFERENCE

- A. Owner and Engineer will schedule a conference after Owner-Contractor Agreement.
- B. Attendance Required: Owner, Engineer, Special Consultants, Contractor and major Subcontractors.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, Schedule of Values and progress schedule.
 - 5. Designation of personnel representing the parties in contract and the Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 7. Scheduling.

1.10 - SITE MOBILIZATION CONFERENCE

- A. Owner and Engineer will schedule a conference at the project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Engineer, Special Consultants, Contractor's Superintendent, Contractor and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy.

SECTION 01039 - COORDINATION AND MEETINGS

3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Survey and building layout.
6. Security and housekeeping procedures.
7. Schedules.
8. Procedures for testing.
9. Procedures for maintaining record documents.
10. Requirements for start-up of equipment.
11. Inspection and acceptance of equipment put into service during construction period.

1.11 - PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies within 5 days to Engineer, Owner, participants and those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors, Owner and Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.

SECTION 01039 - COORDINATION AND MEETINGS

7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to work.

1.12 - PREINSTALLATION CONFERENCES

- A. When required in individual specification section, convene a preinstallation conference at work site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer 4 days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes and distribute copies within 5 days after conference to participants and those affected by decisions made.
- E. Review conditions of installation, preparation and installation procedures, extent of work and coordination with related work.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01039

SECTION 01039 - COORDINATION AND MEETINGS

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SECTION 01040 - COORDINATION (UTILITIES)

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Public/private utilities.

1.02 - UTILITY COORDINATION

- A. Protect or leave undisturbed all site utility or building service lines encountered in the performance of the contract work unless otherwise directed by the Engineer.
- B. Examine all existing conditions and documents relative to the utilities. Contractor shall be responsible for any damage.
- C. Coordinate with the public and private utilities or review all pertinent drawings and documents of all existing overhead or underground utilities. Any documents made available are offered for information only and are not guaranteed as to accuracy or completeness.

1.03 - 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 mark-out 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 and at no cost to the Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01040

SECTION 01040 - COORDINATION (UTILITIES)

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SECTION 01060 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Codes.
- B. Governing agencies.
- C. Permits.
- D. Noise Control.

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.

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. New York State Department of Environmental Conservation.
 - 3. Suffolk County Department of Public Works.
 - 4. Suffolk County Department of Health Services.
 - 5. New York State Uniform Fire Prevention and Building Code.
 - 6. National Fire Protection Association - NFPA.
 - 7. Requirements of Town of Huntington.
 - 8. Requirements of the Inc. Village of Northport.
- B. Representatives of the Village shall have access wherever there is work in preparation or progress and the Contractor shall provide proper facilities and records for access, inspection and review.

SECTION 01060 - REGULATORY REQUIREMENTS

1.04 - PERMITS

- A. The Contractor shall obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.

1.05 - NOISE CONTROL

- A. Control noise in accordance with OSHA.
- B. Operations which may generate objectionable noise shall be limited to the hours of 8 AM to 4:30 PM on weekdays.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01060

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Proposed subcontractor list.
- E. Proposed testing firm list.
- F. Proposed supplier list.
- G. Shop drawings.
- H. Product data.
- I. Samples.
- J. Manufacturers' instructions.
- K. Manufacturers' certificates.
- L. Construction photographs.
- M. Waste Manifests and Chain-of-Custody documentation.

1.02 - SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Identify project, contractor, subcontractor or supplier; submission date; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, are in accordance with the requirements of the work and contract documents.
- D. All submittals are to be submitted and approved by the Engineer in writing prior to commencing work for the item which requires the submittal.

SECTION 01300 - SUBMITTALS

- E. Schedule submittals to expedite the project and deliver to the Engineer.
- F. Provide space for Engineer to place review stamps.
- G. Revise and resubmit submittals as required by the Engineer until approved; identify all changes made since previous submittal.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 - CONSTRUCTION PROGRESS SCHEDULES

- A. Submit revised schedules with each application for payment, identifying changes since previous version.
- B. Submit a horizontal bar or critical path chart for each section of work, identifying first work day of each week.
- C. Indicate estimated percentage of completion for each item of work at each submission.
- D. Indicate submittal dates required for shop drawings, product data, samples and product delivery dates, including those furnished by Owner and under allowances.

1.04 - PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.05 - PROPOSED SUBCONTRACTOR LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of subcontractors and installers with name, address and experience.
- B. No work on the contract shall commence until all the proposed subcontractors have been approved by the Engineer in writing.

1.06 - PROPOSED TESTING FIRM LIST

SECTION 01300 - SUBMITTALS

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of independent testing firms with name, address and experience.
- B. No work on the project shall commence until all proposed testing firms have been approved by the Engineer.

1.07 - PROPOSED SUPPLIER LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of suppliers with product, name and address.

1.08 - SHOP DRAWINGS

- A. Submit the number of reproductions that Contractor requires, plus two copies that will be retained by the Engineer and the Owner.
- B. All shop drawings are to be originals or copies of original drawings. Copies or tracings of contract documents are not acceptable.
- C. If applicable, utilize the same numbering system, symbols and terminology as indicated on the plans.

1.9 - PRODUCT DATA

- A. Submit data specified in individual specification sections, one of which will be retained by the Engineer.

1.10 - SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' colors, textures and patterns for selection by either the Engineer or the Owner, unless colors, textures or patterns are indicated on the plans or in individual specification sections.
- C. Include identification and applicable section number on each sample, with full project information.
- D. Submit the number of samples specified in individual specification sections, one of which will be retained by the Engineer.
- E. Reviewed samples which may be used in the work are indicated in individual specification sections.

SECTION 01300 - SUBMITTALS

1.11 - MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data.
- B. Identify conflicts between manufacturer's instructions and contract documents. Request clarification from Engineer before proceeding.

1.12 - MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit manufacturer's certificate to Engineer for review, in quantities specified for product data.
- B. Indicate whether material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.

1.13 - CONSTRUCTION PHOTOGRAPHS

- A. Each month, submit respective progress photographs to the Engineer with application for payment.
- B. Identify photographs with date, time, orientation and project identification.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01300

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, SAMPLES

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Submittal Procedures - General.
- B. Shop Drawings.
- C. Product Data.
- D. Actions.
- E. Distribution.
- F. Miscellaneous Submittals.
- G. Material Safety Data Sheets (MSDS).

1.02 - SUBMITTAL PROCEDURES - GENERAL

- A. Within five (5) working days after the Construction Kick-off Meeting, submit to the Engineer the Submission Schedule for Samples and Shop Drawings.
- B. Make submission for review prior to delivery of materials to job site. If material or equipment is installed before acceptance of the submission, the Contractor shall be liable for its removal and replacement at no charge if, in opinion of Engineer, material or equipment does not meet intent of the Contract Documents.
- C. Submit shop drawings, product data and samples to the Engineer who will review the submittals for completeness and compliance with Contract Documents.
- D. Submit all items with a letter of transmittal listing project name, Engineer's name and address, Contractor's name and Subcontractors, Manufacturer and/or Supplier's names, and specification section number and title of plans, and description of submittal.
- E. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other Contractor.
- F. All items shall bear the Contractor's stamp, initialed or signed, certifying the review and approval of submittal, verification of field measurements and compliance with Contract Documents.
- G. Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, SAMPLES

- H. Submissions which are incomplete due to lack of Contractor's approval, lack of proper identification, incorrect number or type of submittal items or similar reasons shall be returned without action for correct submission.

1.03 - SHOP DRAWINGS

- A. Present original drawings in a clear and thorough manner. Identify details by reference to sheet and detail shown on Contract Plans.
- B. Marked-up prints or other reproductions of the Plans are not acceptable as shop drawings.
- C. Submit the number of reproductions that Contractor requires, plus two copies that will be retained by the Engineer and the Owner.

1.04 - PRODUCT DATA

- A. Preparation: Clearly mark each copy to identify pertinent products or models. Indicate specification section number of product. Show performance characteristics and capacities. Show dimensions and clearances required. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams: Modify drawings and diagrams to delete information which is not applicable to the work. Supplement standard information to provide information specifically applicable to the work.
- C. Submit the number of copies which the Contractor requires, plus two (2) which will be retained by the Engineer and the Owner.

1.05 - ACTIONS

- A. All submittals will be reviewed and initialed by the Engineer for one of the following actions by the Contractor:
 - 1. No Exception Taken: No corrections, no marks. Item can be fabricated.
 - 2. Make Corrections Noted: Minor amount of corrections required. Item can be fabricated in accordance with corrections noted. Shop drawing does not need to be resubmitted.
 - 3. Revise and Resubmit: Minor amount of corrections; required item shall not be fabricated without further correction; checking is not complete; details of items noted by Engineer are to be further clarified.

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, SAMPLES

4. Rejected: Drawings are rejected as not in accordance with the contract, too many corrections or other justifiable reason. The drawing must be corrected and resubmitted or a shop drawing of an alternate items/product submitted. No items shall be fabricated under this stamp.
5. Submit Specified Item: This action is used in conjunction with one of the above listed items 1-4. It requires submittal of the information noted.
6. Reviewed: Initially reviewed and not accepted. The drawing must be revised and resubmitted.

1.06 - DISTRIBUTION

- A. Distribute reproductions of shop drawings and copies of product data which carry the Engineer's stamp to:
 1. Contractor's job site file.
 2. Record documents file.
 3. Subcontractors.
 4. Supplier or fabricator.

1.07 - MISCELLANEOUS SUBMITTALS

- A. Submit four (4) copies of tests, reports, certifications, guarantees, warranties, affidavits as required by the specifications sections or General Conditions, unless otherwise noted.

1.08 - 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 by the Contractor's submission of a standard Material Safety Data Sheet.
- C. A manufacturer's standard MSDS form (OSHA-20) shall be submitted to the Engineer to advise the Owner of the use of such material during the project before the material is brought on-site.

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, SAMPLES

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01340

SECTION 01350 - PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Products List.
- B. Contractor's Options.
- C. Substitutions.
- D. Contractor's Representation.

1.02 - PRODUCTS LIST

- A. Within 5 days after Construction Kick-off Meeting, submit to the Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor or Subcontractor.

1.03 - 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 or proposed substitutions as prescribed in Section 1.04 below.

1.04 - SUBSTITUTIONS

- A. The materials, products and equipment described in the Contract Documents establish a standard of function, dimension, appearance and quality to be met by any proposed substitution.
- B. For a period of 14 days after the execution of the Contract, the Engineer will consider written requests from the Contractor for substitution of products.
- C. Submit a separate request for each product, supported with complete data, with drawings and samples where appropriate, including:
 - 1. Comparison of the qualities of the proposed substitution with that specified.
 - 2. Changes required in other elements of the work because of the substitution.

SECTION 01350 - PRODUCT SUBSTITUTIONS

3. Effect on the construction schedule.
 4. Cost data comparing the proposed substitution with the product specified.
 5. Any required license fees or royalties.
 6. Availability of maintenance service and source of replacement materials.
- D. The Engineer will be the judge of the acceptability of the proposed substitution.
- E. The Engineer will review requests for substitutions with reasonable promptness, and notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

1.05 - CONTRACTOR'S REPRESENTATION

- A. A request for a substitution constitutes a representation that the Contractor:
1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the product specified.
 3. Will coordinate the installation of an accepted substitution in the work, and make such other changes in the work as may be required for installation to make the work complete in all respects.
 4. Will waive all claims for additional costs, under its responsibility, which may subsequently become apparent.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01350

SECTION 01370 - CONTRACT COST BREAKDOWN

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Schedule.
- B. Form of Submittal.
- C. Preparation of Contract Cost Breakdown.

1.02 - SCHEDULE

- A. The Contractor shall submit a Contract Cost Breakdown to the Engineer within ten (10) days of the Construction Kick-off Meeting and prior to submitting first Application for Payment.

1.03 - FORM OF SUBMITTAL

- A. Submit typewritten Contract Cost Breakdown on forms acceptable to the Engineer.
- B. Use Index of this Specification as basis for format for listing costs of work for sections under Divisions 1-16 as sections apply to work.
- C. Identify each line item with number and title as listed in Index.
- D. Provide dollar values for labor and material components for each category of work.
- E. List quantities of materials specified under unit price allowances.
- F. The Contract Cost Breakdown shall be the basis for the Contractor's Application for Payment and the first Application for Payment will not be reviewed prior to an approved breakdown.

1.04 - PREPARATION OF CONTRACT COST BREAKDOWN

- A. Itemize separate line item cost for each of the following general cost items:
 - 1. Performance and Payment Bonds.
 - 2. Mobilization.
 - 3. Each allowance item identified in the Specifications.

SECTION 01370 - CONTRACT COST BREAKDOWN

4. Recording all changes on "As-Built" set of record drawings.
- B. Itemize separate line item cost for work required by each basic activity or operation.
- C. Show total costs including overhead and profit.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01370

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. Workmanship.
- C. References.
- D. Inspection and testing laboratory services.
- E. Field inspection of Contractor's work.
- F. Substandard work.
- G. Manufacturer's field services and reports.

1.02 - RELATED SECTIONS

- A. Section 01340 - Shop Drawings, Product Data, Samples.
- B. Section 01600 - Materials and Equipment.
- C. Section 01610 - Transportation and Handling.
- D. Section 01620 - Storage and Protection.

1.03 - QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.

SECTION 01400 - QUALITY CONTROL

- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. During freezing or inclement weather, or other adverse conditions, no work shall be performed except that which can be performed in a manner which will ensure first-class construction throughout.

1.04 - WORKMANSHIP

- A. The intent of these specifications is to describe definitely and fully the character of materials and workmanship required with regard to all ordinary features, and to require first-class work and material in all particulars.
- B. 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.
- C. 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 first-class only.

1.05 - SUBSTANDARD WORK

- A. For services rendered by the Engineer regarding work which had to be performed a second time due to substandard work by the Contractor on the original work, including, but not limited to, evaluation of proposed corrective measures, redesign or inspection, funds will be deducted from monies due the Contractor to reimburse the Engineer for the wasted time.

1.06 - REFERENCES

- A. Conform to reference standards by date of issue current on date of Contract Documents.
- 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.

1.07 - TESTING LABORATORY SERVICES

SECTION 01400 - QUALITY CONTROL

- A. The Contractor is to submit the names and qualifications of independent testing firms to perform tests and other services specified in individual specification sections and as required by the Engineer.
- B. The independent testing firm accepted by the Owner and Engineer will perform tests and other services specified in individual specification sections and as required by the Engineer. The Contractor shall pay for all services provided by the testing firms.
- C. Reports will be submitted by the independent firm to the Engineer in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with contract documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Engineer and independent firm 72 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor.

1.08 - FIELD INSPECTION OF CONTRACTOR'S WORK

- A. The Engineer will provide periodic inspection of the Contractor's work which will ensure only that the work is being performed in accordance with the plans and specifications such that the end product will be in conformance with the plans and specifications.
- B. The Contractor is responsible for complete conformance to the plans and specifications for all work performed on the project, including all subcontractors.
- C. The Contractor will provide ample opportunity for safe and easy access to the inspectors for proper inspection of the work.
- D. Inform the Engineer in advance of periods when the Contractor does not intend to work due to, but not limited to, inability to obtain materials or equipment or expected inclement weather. If ample warning is not given to the Engineer and unnecessary trips are made to the field, funds will be deducted from monies due the Contractor to reimburse the Engineer for the wasted time.

SECTION 01400 - QUALITY CONTROL

1.09 - MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, the Contractor is responsible for coordinating required material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- C. Submit report in duplicate within 30 days of observation to Engineer for review.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01400

SECTION 01500 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Temporary Water.
- B. Protection of Existing Property.
- C. Security.
- D. Rubbish Removal.

1.02 - TEMPORARY WATER

- A. Provide and maintain a temporary water system, of such size and capacity as to adequately supply needs during performance of work.
- B. Provide barrels at locations as required for the work.
- C. Protect temporary lines against freezing.
- D. Repair all damages caused by installation of leaky, defective or broken piping, connections or other fittings.
- E. Prevent the waste of water.
- F. Install a backflow prevention device at the source of water as required by the utility.

1.03 - PROTECTION OF EXISTING PROPERTY

- A. Protect existing construction and finishes during performance of the work.
- B. Protect existing trees and plants during performance of the Work. Do not deposit excavated materials or store materials around trees or plants or attach guy wires to trees.
- C. Provide temporary safety fencing around all open excavations at the end of each work day. Temporary safety fencing shall be a minimum of 4 feet high welded wire fence with posts spaced not more than 10 feet.

1.04 - SECURITY

- A. Perform work between 8:00 AM and 4:30 PM, Monday thru Friday, except as otherwise approved in writing by the Engineer.

SECTION 01500 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

- B. Be responsible to secure stored and installed materials to prevent theft and vandalism.

1.05 - RUBBISH REMOVAL

- A. Clean up rubbish (refuse, debris and removed materials and equipment) resulting from work at least once a day and more often if the rubbish interferes with the work of others or presents a hazard. Leave work areas broom clean at the end of each day.
- B. Dispose of rubbish and waste materials in accordance with NYSDEC Part 360 regulations and local ordinances.
- C. Place rubbish containers at locations indicated by the Engineer.
- D. Remove rubbish from site at least once a week and more often if the rubbish presents a hazard.
- E. Burning of rubbish will not be permitted.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01500

SECTION 01570 - INTERRUPTION OF SERVICES

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Interruption of services.

1.02 - INTERRUPTION OF SERVICES

- A. Arrange with the Village utility staff and Engineer for the time and duration of such interruptions. Provide temporary services required to maintain services at all times other than during scheduled interruptions.
- B. Minimize duration of service interruptions.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01570

SECTION 01570 - INTERRUPTION OF SERVICES

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SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Installation - General.
- B. Manufacturer's Instructions & Identification.

1.02 - INSTALLATION - GENERAL

- A. Materials shall be applied or installed under proper climatic conditions when they may be affected by temperature, moisture, humidity or dust.
- B. All work shall be installed so as to be readily accessible for operation, maintenance, inspection and repair. Minor deviations from the drawings may be made to accomplish this, but changes of magnitude or changes involving increased cost, shall not be made without authorization as provided under the contract.

1.03 - MANUFACTURER'S INSTRUCTIONS & IDENTIFICATION

- A. When the Contract Documents require that installation of Work shall comply with manufacturer's printed instruction, obtain and distribute copies of such instructions to parties involved in the installation, including copies to the Engineer and to the Owner.
 - 1. Maintain one (1) set of complete instructions at the job site during installation and until project completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instruction, consult with the Engineer for further instructions.
 - 2. Do not proceed with Work without clear instructions.
- C. Manufacturer's identification shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01600

SECTION 01610 - TRANSPORTATION AND HANDLING

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Use of facilities near project site.
- B. Transportation and handling.
- C. Delivery of products.

1.02 - USE OF FACILITIES

- A. The driveways and parking lots of Village facilities near the project site where work under the Contract is being performed are for the general use and convenience of the Owner. If Contractor is permitted to use them, it must conform to the regulations of the Owner. Repair and restore all damage to driveways and parking lots, curbs and planting to the original condition.

1.03 - TRANSPORTATION AND HANDLING

- A. Transport and handle materials and equipment in such a manner as to prevent their damage.

1.04 - DELIVERY OF PRODUCTS

- A. Coordinate deliveries of products to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition in manufacturer's original containers or packaging with identifying labels intact and legible.
 - 2. Inspect shipments immediately upon delivery, to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
 - 3. Promptly remove damaged material and unsuitable items from the job site, and replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. Have workers and equipment available to receive and unload products delivered to the site. Do not deliver, or have delivered, any products to the site unless such forces are available.

SECTION 01610 - TRANSPORTATION AND HANDLING

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01610

SECTION 01620 - STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Storage of materials and equipment.
- B. Protection of work.

1.02 - STORAGE OF MATERIALS AND EQUIPMENT

- A. Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection.
- B. Store products according to manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the range required by manufacturer's instructions.
- C. Exterior storage:
 - 1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter.
- D. 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.
- E. Do not store volatile liquids in any building on site.

1.03 - PROTECTION OF WORK

- A. The Contractor shall be responsible for protection of all its work at the end of each working day.

SECTION 01620 - STORAGE AND PROTECTION

- B. Provide substantial coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- C. All equipment shall be covered and protected from dust, moisture or physical damage by others.
- D. All costs for this protection shall be borne by the Contractor.
- E. The Contractor shall make good all damages, which may occur to the work prior to the date of final acceptance by the Owner.
- F. In the event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost.
- G. 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.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01620

SECTION 01701 - CONTRACT CLOSEOUT INSPECTIONS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. General.
- B. Punch List Inspection.
- C. Physical Completion Inspection.
- D. Final Completion Inspection.

1.02 - GENERAL

- A. In order to ensure that all Contract requirements are met and that the work is complete and acceptable, the following observations will be made in addition to the normal periodic observations.
- B. The purpose of these observations is to furnish the Contractor, in writing, lists of Contract exceptions, omissions and incompletions in order to reach Contract completion in an expeditious and satisfactory manner, and to establish a physical completion date.

1.03 - PUNCH LIST INSPECTION

- A. Will be made when the work is reasonably complete as determined by the Engineer. A copy of the detailed punch list will be furnished to the Contractor. Copies of the list will be furnished as the inspection progresses so that the Contractor may proceed with the required work without delay.

1.04 - PHYSICAL COMPLETION INSPECTION

- A. When the Contractor considers that the work, or a designated portion is acceptable to the Owner as substantially complete, submit to the Owner and Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

1.05 - FINAL COMPLETION INSPECTION

- A. Advise the Owner and Engineer in writing when all work designated as incomplete during the Physical Completion Inspection has been completed.
- B. Identify all Change Order Work. Obtain approvals by Owner and Engineer of all Change Order Proposals two (2) weeks before the final inspection.

SECTION 01701 - CONTRACT CLOSEOUT INSPECTIONS

- C. The Engineer will establish a date and time for a final inspection, which will be conducted by representatives of the Owner, and the Contractor. Only one (1) final inspection will be made.
- D. Providing all work is complete and acceptable including approval of all Change Orders, the Contractor will be directed to submit its final application for payment together with all other required documentation and submittals.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01701

SECTION 01710 - FINAL CLEANING

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Final Cleaning Operations.

1.02 - FINAL CLEANING OPERATIONS

- A. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials.
- B. Remove dust, dirt, grease, stains, labels, fingerprints and other foreign materials from visible interior and exterior finished surfaces.
- C. Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Prior to Physical Completion Inspection, conduct an inspection of all work areas, to verify that the entire work is clean.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01710

SECTION 01710 - FINAL CLEANING

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SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Maintenance of Documents.
- B. Recording of As-built Information.
- C. Submittal of Record Documents.

1.02 - MAINTENANCE OF DOCUMENTS

- A. Maintain, at job site, one (1) copy of:
 - 1. Contract Plans.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Approved Submittals.
 - 5. Change Orders.
 - 6. Field Test Records.
 - 7. Correspondence File.
- B. Store documents in approved location, apart from documents used for construction.
- C. Maintain documents in clean, dry, legible condition.
- D. Do not use record documents for construction purposes.
- E. Make documents available at all times for inspection by Engineer and Owner.
- F. At close of project, turn over field office file to Engineer.

1.03 - RECORDING OF AS-BUILT INFORMATION

- A. Label each document in 1.02A above "PROJECT RECORD" in 2-inch high printed letters.
- B. Keep record documents current.

SECTION 01720 - PROJECT RECORD DOCUMENTS

- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Plans: Legibly mark to record actual construction, including:
 - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Changes made by Change Order.
 - 4. Clarification Plans not on original Contract Plans.
- E. Shop Drawings: Maintain as record documents. Legibly mark-up to show changes made after review.
- F. Provide separate line item in the detailed Contract Cost Breakdown for recording changes and keeping record set of Contract Documents up-to-date. Progress payments will be allowed against this line item only if record documents are certified accurate and up-to-date by the Engineer.

1.04 - SUBMITTAL OF RECORD DOCUMENTS

- A. At completion of project prior to the final project closeout meeting, deliver marked-up record documents to the Engineer.
- B. Accompany submittal with transmittal letter, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Certification that each document as submitted is complete and accurate.
 - 6. Signature of Contractor or its authorized representative.
- C. Provide two sets of clearly marked hard copies of as-built drawings, or one set of electronic as-built drawings in AutoCAD format on a CD ROM. Name of Contractor shall be clearly indicated.

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01720

SECTION 01720 - PROJECT RECORD DOCUMENTS

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SECTION 01750 - FINAL APPLICATION

PART 1 - GENERAL

1.01 - SUBMITTALS

- A. Submit the following items to the Engineer for review and approval together with the final Application for Payment. All documents shall be completed, signed and dated.
 1. Warranty - written guarantee on the Contractor's letterhead of all work as called for in this section.
 - a. Provide notarized copies.
 - b. Execute and assemble documents from subcontractors, suppliers and manufacturers.
 - c. Provide Table of Contents and assemble in binder.
 - d. Submit for all items specified, standard manufacturer, fabricator, and supplier warranties unless otherwise noted.
 - e. Submit prior to final application for payment.
 - f. For items of work delayed beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
 2. Contractor's Labor Affidavit.
 3. Summary of Subcontractors.
 4. Maintenance and Instruction Manuals.
 5. Project Record Documents.
 6. All keys issued to Contractors.
 7. Operating Instruction Acknowledgement: Written statements that operating instructions for the equipment and systems installed under this Contract have been given and understood; countersigned by the Owner.
 8. Final Application for Payment.
 9. Warranties, bonds or affidavits as required by each section.

SECTION 01750 - FINAL APPLICATION

10. List of extra materials and spare parts furnished.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01750

SECTION 02210 - SUBSURFACE EXPLORATION

PART 1 GENERAL

1.01 SITE CONDITIONS

- A. Limitations of Subsurface Information Indicated on Drawings: Certain information regarding the reputed presence, size, character and location of existing underground structures, pipelines, electrical and signal facilities, and other utilities has been indicated on the Drawings.
1. Accuracy of Location: There is no certainty of the accuracy of this information, and the location of underground structures indicated may be inaccurate, and other obstructions than those indicated may be encountered. The contractor is solely responsible to coordinate utility mark outs.
 2. The Contractor hereby distinctly agrees:
 - a. That neither the Owner, the Construction Manager nor the Engineer is responsible for the correctness or sufficiency of the information given;
 - b. That in no event is this information to be considered as a part of the Contract;
 - c. That the Contractor shall have no claim for delay or extra compensation or damage against the Owner or the Engineer on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstruction either revealed or not revealed by the Drawings; and
 - d. That the Contractor shall have no claim for relief from any obligation or responsibility under the Contract, in case the location, size or character of any pipe, electrical or signal facility or other underground structure is not as indicated on the Drawings, or in case any pipe, electrical or signal facility, or other underground utility or structure is encountered that is not indicated on the Drawings.
- B. Digging Test Pits: In locations to verify existing utilities dig test pits to determine the location, size, roundness and elevation of existing subsurface utility pipelines, electrical facilities, utilities or structures. Dig such test pits in the presence of an authorized representative of the owner of the subsurface pipelines, electrical facilities, utilities or structures.
1. The Contractor is advised that no excavation, pipe laying or other work is permitted at above referenced locations without the presence or approval of an authorized representative of the owner of the subsurface utility.

SECTION 02210 - SUBSURFACE EXPLORATION

2. In locations where new pipelines are to be connected to existing pipelines, the Contractor shall not proceed with new construction until he has dug test pits and determined the exact location and elevation of the existing pipelines. Dig such test pits only at the locations agreed to by the Engineer.
3. Digging test pits will be considered part of the Contractor's Base Bid Price.
4. Test pits or other miscellaneous excavation dug to obtain information on subsurface conditions or underground obstructions without written requirement of the Engineer, or for the Contractor's convenience will be at the Contractor's expense.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

(NOT USED)

END OF SECTION

SECTION 02225 - TRENCHING

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Excavate trenches for piping and utilities outside building.
- B. Compacted bedding and backfill around and over piping and utilities to subgrade elevations.
- C. Backfilling and compaction.

1.02 - RELATED SECTIONS

- A. Section 02317 - Backfilling.
- B. Section 02530 – Sanitary Sewerage

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 - SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Test Reports: Submit a sieve analysis for bedding to be used.

1.05 - 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. If required by the Engineer, temporary sheeting shall be placed under this section.
- D. Provide safety barricades around open excavations under provisions of Section 01500.

SECTION 02225 - TRENCHING

1.06 - FIELD MEASUREMENTS

- A. Verify that survey benchmark and intended elevations for the work are as shown on plans.

1.07 - COORDINATION

- A. Coordinate work under provisions of Section 01039.
- B. Coordinate trenching with installation of pipe or conduit.
- C. Coordinate trenching with dewatering and 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:

<u>Sieve Size</u>	<u>Percent Passing</u>
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 gravel larger than 3 inches (75 mm) in size, debris and contaminants.

PART 3 - EXECUTION

3.01 - EXAMINATION

- A. Verify existing site conditions and substrate under provisions of Section 01039.
- B. Verify fill materials to be reused are acceptable.
- C. Verify items to be buried during backfilling process have been inspected prior to backfilling.

SECTION 02225 - TRENCHING

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 benchmarks, 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.
- G. If required, perform dewatering under provisions of this section.

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. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd (0.25 cu m), measured by volume. Costs for removal of larger material will be negotiated.
- F. For trenches made in solid rock, excavate to a depth of 1 foot (300 mm) below the proposed pipe invert.
- G. Correct unauthorized excavation at no cost to Owner in accordance with this section.
- H. Stockpile excavated material in area designated on site and remove excess material not being used from site. Remove excavated material from site.
- I. All trenches deeper than 5 ft (1.5 m) shall require sheeting. Sheeting is to be installed under provisions of this section.

SECTION 02225 - TRENCHING

3.04 - INSTALLATION - BEDDING

- A. Support pipe and conduit during placement and compaction of bedding fill.
- B. For trenches made in solid rock, place an additional 1 foot (300 mm) of bedding under pipe or conduit.
- C. Place bedding to the dimensions and limits as shown on the plans.
- D. Place bedding material against and to 1 foot (300 mm) over the top of the pipe or conduit in 6 inch (150 mm) compacted layers.
- E. All bedding material shall be compacted to 95 percent maximum dry density in accordance with ANSI/ASTM D1557. Maintain optimum moisture content to attain required density.
- F. Place bedding simultaneously on both sides of the pipe or conduit.

3.05 - BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen materials.
- B. Backfill to the dimensions and limits shown on the plans with reused subsoil.
- C. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- D. Place and compact material in continuous layers not exceeding 6 inches (150 mm) compacted depth.
- E. Employ a placement method that does not disturb or damage conduit or pipe.
- F. All backfilled materials shall be compacted to 95 percent of maximum dry density in accordance with ANSI/ASTM D1557. Maintain optimum moisture content to attain required density.
- G. Remove temporary sheeting as backfilling progresses under this section.

3.06 - TOLERANCES

- A. Maximum Variation From Top Surface of Backfilling Under Paved Areas: 1/4 inch (13 mm).
- B. Maximum Variation From Top Surface of General Backfilling: 1 inch (25 mm).

SECTION 02225 - TRENCHING

3.07 - FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D1557.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.
- D. Unless additional testing is required by the Engineer, compaction tests shall be taken every 100 feet (30 m), at the springline of the pipe and every 2 vertical feet (610 mm) of backfill.

3.08 - CLEANING

- A. Remove surplus backfill materials from site.
- B. Leave fill material stockpile areas completely free of excess fill materials.

3.09 - PROTECTION

- A. Protect finished work under provisions of Section 01620.
- B. Recompress fills subjected to vehicular traffic.

END OF SECTION 02225

SECTION 02225 - TRENCHING

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SECTION 02317 - BACKFILLING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Backfilling work includes furnishing, placing and compacting all fill material necessary to bring excavations and site work to final grade as shown, specified or required.
- B. Backfilling – Use excavated material from on site that meets the definition of Suitable Material.
- C. Related Sections
 - 1. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the Contractor to see that the completed Work complies accurately with the Contract Documents.
 - a. Submittal Procedures: Section 01330
 - b. Subsurface Exploration: Section 02210
 - c. Excavation: Section 02316
 - d. Dust, Soil Erosion and Sedimentation Control: Section 02371
 - e. Seeding: Section 02921
 - f. Cast-In-Place Concrete: Section 03300

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. C131 -Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 2. C143 -Slump of Portland Cement Concrete
 - 3. C330 -Lightweight Aggregates for Structural Concrete
 - 4. D422 -Standard Test Method for Particle-Size Analysis of Soils
 - 5. D698 -Test Method for Laboratory Compaction in Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
 - 6. D1556 -Standard Test Method for Density and Unit Weight of Soil in Place by the Sand- Cone Method

SECTION 02317 - BACKFILLING

7. D1557 -Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft)
8. D2167 -Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
9. D2922 -Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
10. D4318 -Standard Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils
11. D4832 -Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Cylinders
12. D6023 -Test Method for Unit Weight, Yield, Cement Content, and Air Content (Gravimetric) of Controlled Low Strength Material (CLSM)
13. D6024 -Test Method for Ball Drop on Controlled Low Strength Material (CLSM) to Determine Suitability for Load Application

1.03 DEFINITIONS

- A. Suitable Material – any material whose composition is satisfactory for use as fill. Any mineral (inorganic) soil, blasted or broken rock and similar materials of natural or manmade (i.e. recycled) origin, including mixtures thereof that do not exhibit signs of contamination are considered suitable materials.
- B. Unsuitable Materials – any material containing vegetable or organic matter such as muck, peat, organic silt, topsoil or sod, that is not satisfactory for the use as fill material. Any materials exhibiting signs of being contaminated or manmade deposits of industrial waste are also unsuitable materials.

1.04 SUBMITTALS

- A. Submit for approval in accordance with Section 01330, shop drawings, product data, and samples required to establish compliance with this section.
- B. Name and location of all suppliers.
- C. Certificate of compliance with standard specified for each source of material.
- D. Prior to stockpiling or placing of select fill materials at the job site, submit for approval approximately 100-pound samples representative of the fill at the proposed borrow source. In addition, submit documentation of the availability of the required fill quantities at any proposed borrow source.

SECTION 02317 - BACKFILLING

- E. Submit optimum moisture - maximum density curves and reports for all fill material before placement of fill.
- F. Results of all compaction tests for fill placement.
- G. Proposed independent materials testing laboratory qualifications and certifications.
- H. Mix design for flowable fill, including all materials used and trial mix test results.
- I. Certification by the lightweight fill producer of the gradation, dry loose unit weight, dry compacted unit weight and Los Angeles Abrasion Test loss for the proposed lightweight fill source.

1.05 QUALITY CONTROL

- A. Testing: The Contractor shall retain the services of an independent materials testing laboratory to perform the following laboratory and field tests.
- B. All materials used in construction, whether brought to the site or developed from on-site sources, shall be tested for optimum moisture-maximum density curve, and reports of the test results for each source shall be submitted promptly. The tests shall be as follows:

Test	ASTM STANDARD	Tests Per Volume Delivered
Gradation Compaction or Density	D422 D1557	1 per 200 C.Y. 1 per 200 C.Y.

- C. Acceptability of completed compaction shall be demonstrated by tests performed by the Contractor and accepted by the Engineer. The minimum number of tests shall be determined by quantity of material placed, and reports of the test results shall be submitted promptly. The Contractor shall perform either of the following tests subject to the approval of the Engineer:

Test	ASTM STANDARD	Tests Per Volume Placed
In-Place Density	D2167 D2922	1 per 200 cy

- D. The Contractor shall engage the services of a testing laboratory, with the qualifications required by Section 03300, and experienced in design and testing of flowable fill materials and mixes, to perform material evaluation tests and to design mixes for flowable fill. A trial mix shall be performed to verify the flowable fill mix design. The trial mix shall also report slump, air content, yield,

SECTION 02317 - BACKFILLING

cement content, and dry unit weight per ASTM C143 and ASTM D6023.

1.06 DELIVERY AND STORAGE

- A. Materials delivered to the site shall be stored in a manner to prevent contamination and segregation.

PART 2 PRODUCTS

2.01 BACKFILL MATERIAL - GENERAL

- A. General: Backfill with suitable materials, free from waste, organic matter, rubbish, boggy or other unsuitable materials.
1. Offsite Imported Materials: Fill that is brought on site to be used as backfill must meet the requirements of NYSDEC Subpart 375-6 for intended site end use.
- B. Materials Requirements: Follow common fill requirements whenever drainage or select fill is not specified. Determine and obtain the approval of the Engineer for the appropriate test method where more than one compaction test method is specified.
- C. Wet and Frozen Materials: Do not use wet or frozen material for backfilling.
- D. Size: The maximum stone size shall be two-thirds of the thickness of the backfill lift, but in no case shall material containing stones over 10 inches in the largest dimension be used for backfill.

2.02 DRAINAGE FILL

- A. Materials for Drainage Fill: Use clean gravel, crushed stone, or other suitable material conforming to the gradation specified for drainage fill. Clay and fine particles are unacceptable in drainage fill. Provide drainage fill that complies with the following gradation limits:

U.S. Standard Sieve	Percent Passing By Weight
1-1/2 inch	100
1 inch	95-100
1/2 inch	45-65
#4	5-15
#16	0-4

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2.03 SELECT FILL

- A. Materials for Select Fill: Use gravel, crushed stone, or other granular or similar material as approved which can be readily and thoroughly compacted to not less than 95 percent of the maximum dry density obtainable by ASTM D1557.

1. Provide select fill that complies with the following gradation limits:

U.S. Standard Sieve	Percent Passing By Weight
2 inch	100
1-1/2 inch	90-100
1 inch	75-95
1/2 inch	45-70
#4	25-50
#10	15-40
#200	5-15

2. Very fine sand, uniformly graded sands and gravels, or other materials that have a tendency to flow under pressure when wet are unacceptable as select fill.

2.04 COMMON FILL

- A. Materials for Common Fill: Material from on-site excavation may be used as common fill provided that it can be readily compacted to not less than 90 percent of the maximum dry density obtainable by ASTM D1557, and does not contain unsuitable material. Select fill may be used as common fill at no change in the Contract Price.

- B. Granular Materials On-Site: Granular on-site material that complies with the following gradation limits may be used as granular common fill:

U.S. Standard Sieve	Percent Passing By Weight
3 Inch	100
#10	50-100
#60	20-90
#200	0-20

- C. Cohesive Materials On-Site: Cohesive site material may be used as common fill as follows:
1. The gradation requirements do not apply to cohesive common fill.
 2. Use material having a liquid limit less than or equal to 40 and a plasticity index less than or equal to 20, as determined by ASTM D4318.

SECTION 02317 - BACKFILLING

- D. Material Approval: All material used as common fill is subject to approval by the Engineer. If there is insufficient suitable material on site, import whatever additional material is required which conforms to the specifications, at no additional cost to the Owner.

2.05 PIPE BEDDING

- A. Gradation for Small Piping: For pipe 18 inches or less in diameter, use pipe bedding material of which 90 percent will be retained on a No. 8 sieve and 100 percent of which will pass a 1/2-inch sieve and be well graded between those limits.
- B. Gradation for Large Piping: For pipe larger than 18 inches in diameter, use the same pipe bedding material as specified for smaller pipe or use a similar well graded material of which 90 percent will be retained on a No. 8 sieve, 100 percent will pass a 1-inch sieve, and will be well graded between those limits.

2.06 LIGHTWEIGHT FILL

- A. Lightweight fill shall be a lightweight aggregate produced by the rotary kiln method and meeting the requirements of ASTM C330. No byproduct slags or cinders are permitted.
- B. The material shall meet the grading requirements of ASTM C330, Table 1, Coarse Aggregate: 3/4 inch to No. 4.
- C. Dry loose unit weight shall be maximum of 55 pcf. Dry compacted unit weight shall be a maximum of 60 pcf when measured by a one-point test performed in accordance with ASTM D698.
- D. Maximum Los Angeles Abrasion Test loss of 50 percent when tested in accordance with ASTM C131 (B grading).

2.07 FLOWABLE FILL

- A. Flowable fill (controlled low strength material) shall be a uniform mixture of sand, Type II portland cement, fly ash, slag, admixtures, and water. The mix design shall produce a flowable material with little or no bleed water which produces a minimum compressive strength of 50 psi and maximum compressive strength of 100 psi at 56 days. The cured material shall be excavatable and have a maximum dry unit weight of 100 pounds per cubic foot. Slump shall be from 7 inches to 10 inches.
- B. Admixtures specifically designed for flowable fill shall be used to improve flowability, reduce unit weight, control strength development, reduce settlement and reduce bleed water. Admixtures shall be Rheocell-Rheofill by

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BASF; DaraFill by W.R. Grace Construction Products; or approved equal. All other materials shall be as specified in Section 03300.

2.08 UNDERGROUND WARNING TAPE

- A. Metallic Utility Lines: Printed 4-mil polyethylene non-detectable tape, six inches minimum width, color coded with black ink on APWA (American Public Works Association) approved colors, one inch minimum lettering, printed with name of utility buried below, and suitable for installation in all soil types.
- B. Non-Metallic Utility Lines: Printed 5-mil polyethylene aluminum backed, detectable tape, six inches minimum width, color coded with black ink on APWA (American Public Works Association) approved colors, one inch minimum lettering, printed with name of utility buried below, and suitable for installation in all soil types.
- C. Provide underground detectable warning tape for the following pipe lines and utilities as installed or encountered in the work:
 - 1. Caution Buried Sewer Line Below - Green.
 - 2. Caution Buried Water Line Below - Blue.
 - 3. Caution Buried Gas Line Below - Yellow.
 - 4. Caution Buried Electric Line Below - Red.
 - 5. Caution Buried CATV Line Below - Orange.
 - 6. Caution Buried Communication Line Below - Orange.
 - 7. Caution Buried Fuel Line Below - Yellow.
 - 8. Caution Buried Fiber Optic Cable Below - Orange.
 - 9. Caution Buried High Voltage Line Below - Red.
 - 10. Caution Buried Methanol Line Below - TBD (custom)
 - 11. Caution Buried Magnesium Hydroxide Line Below - TBD (custom)
 - 12. For all un-named buried line types - discuss with the Owner and Engineer.
- D. Acceptable Manufacturers:
 - 1. Seton Identification Products.
 - 2. Or Approved Equal.

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PART 3 EXECUTION

3.01 GENERAL

- A. Backfill all excavations to the original surface of the ground or to such other grades as may be shown or required. For areas to be covered by lawn mix, leave or stop backfill 12 inches below the finished grade or as otherwise required to provide adequate depth of lawn mix to satisfy the requirements of Section 02921. Obtain approval for the time elapsing before backfilling against recently constructed masonry structures. Remove from all backfill, and from the space being backfilled, any compressible, putrescible, or destructible rubbish and refuse and all lumber and braces before backfilling is started. Leave sheeting and bracing in place or remove as the work progresses.
- B. Equipment Limitations: Do not permit construction equipment used to backfill to travel against and over cast-in-place concrete structures until the specified concrete strength has been obtained, as verified by concrete test cylinders. In special cases where conditions warrant, the above restriction may be modified provided the concrete has gained sufficient strength, as determined from test cylinders, to satisfy design requirements for the removal of forms and the application of load.
- C. Dust, Soil Erosion and Sedimentation Control: The Contractor's operations shall conform to the requirements of Section 02371.
- D. Testing: No material shall be placed until satisfactory test reports for material type and compaction requirements have been approved by the Engineer.
- E. Warning tape/ribbon shall be placed and/or restored as required when backfilling new and existing utility lines.

3.02 PIPE BEDDING AND INITIAL BACKFILL

- A. Hand Placement: Place select fill by hand for initial pipe backfill from top of bedding to 1 foot over top of pipes in uniform layers not greater than 6 inches in loose thickness. Tamp under pipe haunches and thoroughly compact in place the select fill with suitable mechanical or pneumatic tools to not less than 95 percent of the maximum dry density as determined by ASTM D1557.
- B. Stone Placement: Do not place stone fragments larger than 2-inch size in the pipe bedding or in the backfill to 1 foot over the top of pipes, nor any stone fragments larger than 3-inch size nearer than 2 feet from any pipe, conduit or concrete wall.
- C. Unallowed Materials: Pipe bedding containing very fine sand, uniformly graded sands and gravels, or other materials that have a tendency to flow

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under pressure when wet, is unacceptable.

3.03 TRENCH BACKFILL

- A. General: Backfill trenches from 1 foot over the top of the pipe, from the top of electrical duct bedding or as shown to the bottom of pavement base course, subgrade for lawns or lawn replacement, to the top of the existing ground surface or to such other grades as may be shown or required. Backfill trenches as soon as, in the opinion of the Engineer, it can be done without injury to the concrete or pipe lines.
- B. Materials: Provide select fill, suitable job-excavated material or other material, as specified and as approved for trench backfill.
- C. Depth of Placement - General: Except under pavements, walkways, railroad tracks, and street or highway appurtenances, or as otherwise specified, place trench backfill in uniform layers not greater than 9 inches in loose thickness and thoroughly compact in place using suitable mechanical or pneumatic equipment. Compact backfill to not less than 90 percent of the maximum dry density as determined by ASTM D1557.
- D. Depth of Placement - Traffic Areas and Under Utilities: Where pavements, walkways, railroad tracks and street or highway appurtenances are to be placed over trenches and under utilities or utility services crossing the trench, provide trench backfill using select fill placed in uniform layers not greater than 9 inches in loose thickness and thoroughly compacted in place with equipment as specified above. Compact backfill to not less than 95 percent of the maximum dry density as determined by ASTM D1557.
- E. Depth of Placement - Undeveloped Areas: In undeveloped areas and where select fill material or hand-placed backfill are not specified or required, place suitable job-excavated material or other approved backfill in lifts not exceeding 12 inches in loose thickness. When the trench is full, consolidate the backfill by jetting, spading, tamping or puddling to ensure complete filling of the excavation. Mound the top of the trench approximately 12 inches to allow for consolidation of backfill.
- F. Dropping of Material on Work: Backfill trenches in such a way as to prevent dropping material directly on top of any conduit or pipe through any great vertical distance. Do not allow backfilling material from a bucket to fall directly on a structure or pipe and, in all cases, lower the bucket so that the shock of falling earth will not cause damage.
- G. Distribution of Large Materials: Break up lumps and distribute any stones, pieces of crushed rock or lumps which cannot readily be broken up, throughout the mass so that all interstices are solidly filled with fine material.

SECTION 02317 - BACKFILLING

- H. Temporary Bulkhead for Trenches: Retain backfill in trenches by temporary bulkheads only and remove them as the backfilling progresses. Do not make bulkheads of stone.
- I. Sewers Not to be Covered: Do not cover sewers, drains, basin connections, ends of sewers and branches until the Engineer orders or gives permission to backfill.
- J. Temporary Pavement: After completion of backfilling in streets, remove all surplus material, and regrade and leave free, clear, and in good order all roadways and sidewalks. Deposit and compact a temporary surface of asphalt, or other equivalent and suitable material to a depth of six inches on all backfilled areas where ordered by the Engineer in writing. Until areas are restored to their original condition, maintain the surface of the temporary pavement in good and safe condition and promptly fill all depressions caused by settlement of the backfill with the temporary surfacing materials and compact the same. Wet the temporary surface by spraying with water when necessary to prevent a dust nuisance.

3.04 STRUCTURE BACKFILL

- A. General: Backfill excavations as soon as, in the opinion of the Engineer, it can be done without injury to the concrete or structures.
- B. Use of Select Fill: Use select fill underneath all structures, and adjacent to structures where pipes, connections, electrical ducts and structural foundations are to be located within this fill. Use select fill beneath all pavements, walkways, and railroad tracks, and extend to the bottom of pavement base course or ballast.
 - 1. Place backfill in uniform layers not greater than 8 inches in loose thickness and thoroughly compact in place with suitable approved mechanical or pneumatic equipment.
 - 2. Compact backfill to not less than 95 percent of the maximum dry density as determined by ASTM D1557.
- C. Use of Lightweight Fill: When shown on the Contract Drawings, or approved by the Engineer, lightweight fill shall be used to raise the grade in areas that are to support pavements, walkways, railroad tracks and other structures.
 - 1. Place lightweight fill in uniform horizontal layers not greater than 12 inches in loose thickness.
 - 2. Lightweight fill shall be compacted by four complete coverages with an approved smooth drum vibratory roller having a minimum static weight of 14,000 pounds, a minimum dynamic force of 23,000 pounds, and a

SECTION 02317 - BACKFILLING

total force not less than 5,500 pounds per foot of compactor drum width.

- D. Use of Common Fill: Use of common granular fill adjacent to structures in all areas not specified above, unless otherwise shown or specified. Select fill may be used in place of common granular fill at no additional cost.
 - 1. Extend such backfill from the bottom of the excavation or top of bedding to the underside of the lawn mix for seeded, sodded or hydroseeded areas, the top of previously existing ground surface or to such other grades as may be shown or required.
 - 2. Place backfill in uniform layers not greater than 8 inches in loose thickness and thoroughly compact in place with suitable equipment, as specified above.
 - 3. Compact backfill to not less than 90 percent of the maximum dry density as determined by ASTM D1557.
- E. Use of Cohesive Material: In unpaved areas adjacent to structures, for the top 1 foot of fill directly under the lawn mix, use cohesive backfill conforming to Article 2.04C, placed in 6-inch lifts. The cohesive backfill shall extend to the limits of the excavated area. Compact to not less than 90 percent of the maximum dry density as determined by ASTM D1557.
- F. Backfilling Around Sheeting: When sheeting is withdrawn, solidly fill all cavities in or adjoining the trench or other excavation. When sheeting is left in place, solidly fill all cavities behind such sheeting.

3.05 DRAINAGE BLANKET

- A. Provide a drainage blanket consisting of drainage fill where shown, specified, or required. Place drainage fill in uniform layers not greater than 8 inches in loose thickness.
- B. Where drainage fill is required underneath structures or adjacent to structures where pipes, connections, electrical ducts and structural foundations will be located within the fill, compact the fill with suitable mechanical or pneumatic equipment to not less than 95 percent of the maximum dry density as determined by ASTM D1557.
- C. Where drainage fill is required in areas not specified in Paragraph 3.08B, compact with suitable mechanical or pneumatic equipment to not less than 90 percent of the maximum dry density as determined by ASTM D1557.

3.06 EARTH EMBANKMENTS

- A. Make all earth embankments of approved cohesive common fill material.

SECTION 02317 - BACKFILLING

- B. Place fill in uniform layers not greater than 10 inches in loose thickness. Compact in place with suitable approved mechanical equipment.
- C. Compact earth embankments to not less than 90 percent of the maximum dry density as determined by ASTM D1557.
- D. Do not use cohesionless, granular material as earth embankment backfill, unless otherwise shown or required.

3.07 COMPACTION EQUIPMENT

- A. Equipment and Methods: Perform all compaction with suitable approved equipment and methods.
- B. Compact clay and other cohesive material with sheep's-foot rollers or similar equipment where practicable. Use hand held pneumatic tampers elsewhere for compaction of cohesive fill material.
- C. Compact low cohesive soils with pneumatic-tire rollers or large vibratory equipment where practicable. Use small vibratory equipment elsewhere for compaction of cohesionless fill material.
- D. Do not use heavy compaction equipment over pipelines or other structures, unless the depth of fill is sufficient to adequately distribute the load.

3.08 FINISH GRADING

- A. Final Contours: Perform finish grading in accordance with the completed contour elevations and grades shown on the Contract Drawings and blend into conformation with remaining natural ground surfaces.
 - 1. Leave all finished grading surfaces smooth and firm to drain. Areas shall be finished to the degree obtainable by either blade or scraper operations and suitable for application of topsoil.
 - 2. Bring finish grades to elevations within plus or minus 0.10 foot of elevations or contours shown.
 - 3. Areas which are anticipated to be undisturbed for a period of more than 30 days shall receive temporary seeding of rye grass at a rate of three bushels per acre, weather and season permitting. This seeding shall be repeated as necessary to maintain a continuing ground cover.
- B. Surface Drainage: Grade outside of building or structure lines in a manner to prevent accumulation of water within the area. Where necessary or where shown, extend finish grading to ensure that water will be carried to drainage ditches, and the site area left smooth and free from depressions holding water.

SECTION 02317 - BACKFILLING

3.09 FIELD QUALITY CONTROL

- A. Sampling and Testing of Select, Common and Lightweight Backfill: Provide sampling, testing, and laboratory methods in accordance with ASTM D1556 or other method as determined by the Engineer for select fill and common fill. Lightweight fill shall be tested as described in Paragraph 2.06C in accordance with ASTM D698. Subject all backfill to these tests to the satisfaction of the Engineer. These tests shall be the basis for acceptance or rejection by the Engineer of the compaction. Failure to achieve the specified densities shall require the Contractor to recompact or remove the material as required.
- B. Correction of Work:
1. Correction of Work: Correct any areas of unsatisfactory compaction by removal and replacement, or by scarifying, aerating or sprinkling as needed and recompact in place prior to placement of a new lift. The Contractor shall, if necessary, increase his compactive effort by increasing the number of passes, using heavier or more suitable compaction equipment, or by reducing the lift thickness. The Contractor shall adjust the moisture content of the soil to bring it to the optimum range by drying or adding water, as required.
 2. Responsibility After Settlement: Correct any depression which may develop from settlement in backfilled areas within one year after the work is fully completed. Provide, as needed, backfill material, pavement base replacement, permanent pavement, sidewalk, curb and driveway repair or replacement, and lawn replacement, and perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as approved.

END OF SECTION

SECTION 02317 - BACKFILLING

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SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. The Contractor shall provide all labor, materials, tools, equipment, and incidentals required to assure adequate environmental protection including implementation of all erosion and sediment control measures and maintenance of storage areas as directed by the Engineer.
- B. The Contractor shall provide an Erosion and Sedimentation Control Plan (E&SCP) that addresses measures to prevent migration of contaminated stormwater, sediment and to prevent erosion of features of the Work.
- C. The Contractor shall prevent discharge of sediment or erosion to water courses, public streets or private property from construction activities. The Contractor shall provide methods to prevent construction activities from contaminating stormwater runoff and any adjacent water bodies. Methods of constructing berms, dikes, and/or swales to direct stormwater runoff around the work area to the local drainage system shall be included.
- D. The Contractor shall comply with all applicable regulatory requirements and all Federal, State, or local laws, codes, ordinances and regulations which govern the control of sediment, erosion and stormwater during construction activities.
- E. The Contractor shall provide Best Management Practices (BMPs) including, but not limited to silt fences, diversion dikes, swales, sedimentation ponds, truck washes/decontamination stations and/or other means as a temporary structural practice to minimize erosion and sediment runoff.
- F. The Contractor shall provide and implement dust, erosion, and sediment control and stormwater pollution prevention in accordance with the New York State Pollutant Discharge Elimination System (“SPDES”) Program and the NYSDEC SPDES General Permit GP-0-10-001 for Stormwater Discharges from Construction Activities.
- G. The Contractor shall control dust caused by operation and movement of vehicles and equipment in accordance with the latest OSHA standards, and all other applicable Federal, State and local regulations.
- H. Related Sections
 - 1. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the Contractor to see that the completed Work complies accurately with the Contract Documents.

SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

- a. Section 01330 - Submittal Procedures
- b. Section 02225 - Trenching.
- c. Section 02317 - Backfilling.

1.02 REFERENCES

- A. New York State Department of Conservation (NYSDEC)
 - 1. SPDES General Permit for Stormwater Discharges from Construction Activities.
 - 2. New York State Standards and Specification for Urban Erosion and Sediment Control (Blue Book)
 - 3. Urban/Stormwater Runoff Management Practices
 - 4. New York State Environmental Conservation Rules and Regulations, Title 6, Chapter X, Part 750

1.03 DEFINITIONS

- A. Best Management Practices: Physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water.
- B. Commencement of Construction: The initial removal and disturbance of soils and vegetation associated with clearing, grading, excavation, fabrication, or installation activities.
- C. Erosion: The wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as geological creep, detachment, movement of soil or rock fragments by water, wind, ice, or gravity.
- D. Erosion/Sediment Control: Any temporary or permanent measures taken to reduce erosion, control siltation and sedimentation, and ensure that sediment-laden water does not leave the site.
- E. Final Stabilization: All soil-disturbing activities at the site have been completed and uniform, vegetative cover with the density of eighty (80) percent has been established and/or equivalent stabilization measures (such as the hydroseed, hydromulch, or geo-textiles) have been employed on all areas not covered by pavement, gravel, rip rap, or permanent structures or occupied by permanent stormwater control measures.
- F. Receiving Waters: Bodies of water or surface water systems receiving water from upstream manmade (or natural) streams

SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

- G. Sediment: Fragmented material that originates from weathering and erosion of soil, rock or unsolicited deposits, and is transported by, suspended in, or deposited in water or air.
- H. Qualified Inspector: A person that is knowledgeable in the principles and practices of erosion and sediment control, including a Professional Engineer license in the State of New York, Certified Erosion, Sediment, and Storm Water Inspector (CPESSI), Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, or other NYSDEC endorsed individual(s).

1.04 SUBMITTALS

- A. Submit for approval in accordance with Section 01330 items required to establish compliance with this section.
- B. Working Drawings: The Contractor shall submit to the Engineer for approval Working Drawings and other documentation required to show conformance with the requirements specified and shown on the Contract Drawings.
 - 1. Working Drawings shall show details of the Sediment and Stormwater Control System. The Working drawings shall include, at a minimum, the following:
 - a. Plan locations of all components of the Sediment/Stormwater Control System.
 - b. Details of all applicable BMPs (e.g., silt fence, diversion dike, straw bale berm, decontamination stations, etc.).
 - 2. The Contractor shall submit manufacturer's descriptive literature and installation instructions for stockpile liner and cover material.
- C. Erosion and Sediment Control Plan (E&SCP): The Contractor shall develop and submit to the Engineer for approval, prior to commencement of construction activities, an E&SCP. The E&SCP shall address schedules and measures that will be taken to prevent migration of contaminated stormwater/sediment, and to prevent erosion of features of the Work. The E&SCP shall include the following at a minimum:
 - 1. Stormwater runoff.
 - 2. Provisions for silt fences and other measures to limit migration of sediments.
 - 3. Provisions for straw bale dikes, swales, berms and silt fences or other measures to prevent contaminant and sediment migration.

SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

4. Diversion of stormwater: The Contractor shall include provisions for controlling stormwater runoff in and around disturbed areas.
5. Soil Storage Area: All details of temporary soil storage to be implemented as specified in this section.
6. Soil Stabilization practices: All details of soil stabilization practices to be implemented, as specified in this section.
7. Provisions for all other applicable Best Management Practices.

1.05 QUALITY ASSURANCE

A. Permits and Regulations:

1. The Contractor shall obtain all necessary permits and be responsible for implementing the terms and requirements of these permits as needed and for payment of all fees.
2. The Contractor shall handle all material in compliance with applicable requirements of OSHA and other governing authorities having jurisdiction.
3. Stabilization. The Contractor shall provide stabilization measures in portions of the site where construction activities have temporarily or permanently ceased as soon as practicable, but no more than 5 days after construction activities have temporarily or permanently ceased. Prior to ground freezing, all disturbed areas where construction activities have temporarily or permanently ceased shall be stabilized. In the event of winter shutdown conditions, prior to shutdown all disturbed areas shall be stabilized and further soil disturbance activities shall be ceased until sufficient ground thaw has occurred. If vegetation is desired, seeding, planting, and/or sodding must be scheduled to avoid die-off from fall frosts and allow for proper germination/establishment.

1.06 ENVIRONMENTAL REQUIREMENTS

- #### **A. Soil Stabilization:** The stabilization practices to be implemented shall include one or a combination of the following: temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control mats, protection of trees and shrubs, preservation of mature vegetation. Stabilization practices shall be as approved by the Engineer. The Contractor shall record the dates when the major grading activities occur (i.e. clearing and grubbing, excavation, embankment and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in this specification, stabilization practices shall be initiated as soon as practicable, but no more than 14 days

SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

after construction activities have temporarily or permanently ceased.

1. Unsuitable Conditions: Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather. Stabilization practices shall be initiated as soon as practicable after conditions become suitable.
 2. Temporary Inactivity Less than 14 Days: Where construction activity will resume on a portion of the site within 14 days after it temporarily ceases, no stabilization practices will be required.
- B. Erosion and Sediment Control: Erosion and Sediment control BMPs shall be operational at all times during the Work, specifically during excavation, backfilling and restoration, and decontamination operations. The sediment and erosion control system shall be capable of handling stormwater during construction. Damage to excavation slopes and the migration of contaminated soil to downstream areas resulting from storm events shall be repaired or remediated by the Contractor, at the Contractor's expense. Repair or replacement of Erosion and Sediment Control BMPs damaged by storm events shall begin by the day after the end of the storm event and be completed as soon as possible, but not more than 2 days of the storm event during which the damage resulted. Repair or replacement of Erosion and Sediment Control BMPS damaged by construction activities or by wearing shall begin by the day after the damage is discovered and be completed as soon as possible, but no more than 2 days of the inspection during which the damage was discovered.
- C. Stormwater: At no time shall the Contractor allow stormwater from soil stockpiling operations, or water from decontamination operations to migrate off of, or percolate into, the ground below the temporary stockpile area or decontamination area, so as to impact non- contaminated areas. The Engineer will monitor any overflow or leakage that occurs, and may at his discretion require the Contractor to perform soil sampling within non-contaminated areas affected by such overflow. Any soils that have been contaminated by such overflow shall be removed, treated and disposed of by the Contractor. All sampling, analyses, treatment and disposal of soils required as a result of overflow on formerly non-contaminated soil shall be performed by the Contractor at no additional cost to the Owner.
- D. Disposal of Water: Water collected from dewatering operations shall be handled in accordance with Section 02240 - Dewatering.

1.07 PROJECT CONDITIONS

- A. Existing Work: All BMPS (e.g., silt fences, straw bales, swales, sumps, pumps, piping) and other sediment/stormwater controls shall be installed such that other aspects of the Work are not adversely impacted or endangered. All

SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

installations shall be subject to the approval of the Engineer.

- B. Dust Control: The Contractor shall be responsible for controlling visible dust caused by Work operations and the moving of vehicles and equipment. Dust control shall be implemented when soils are exposed, before, during and after Work activity ceases. Dust control will also be required on the weekends. The Contractor shall apply the application of water or other methods, subject to the Engineer's approval, when visible dust is present on-site, in accordance with the Health and Safety Plan. The use of chemicals for dust control, including calcium chloride, will not be permitted.
 - 1. All excavation, loading and transport of materials shall minimize the formation of dust and shall conform to Section 02316 - Excavation. To prevent dust generation, application of water to roadways and active work areas shall be utilized as required. The Contractor's operations shall include air monitoring and dust minimization measures, consistent with the Health and Safety Plan (HASP) Specifications.
- C. Silt and Sediment Disposal: All silt and sediment which accumulates behind any BMPs used on the site (i.e., straw bale berms or silt fences) shall be removed and disposed of off-site in accordance with all applicable Federal, State and local regulations.

1.08 STORAGE, HANDLING AND REMOVAL

- A. The Contractor shall store, handle, and remove material and equipment consistent with requirements of NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (Permit No. GP-0-10-001) or latest version.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All components/controls must be designed in conformance with the most current version of the technical standard, New York Standards and Specifications for Erosion and Sediment Control and the New York State Stormwater Management Design Manual. Where erosion and sediment control practices are not designed in conformance with these technical standards, the Contractor must demonstrate equivalence to the technical standard.

PART 3 EXECUTION

3.01 INSTALLATION

SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

- A. All installation of erosion and sediment control BMPs must be consistent with the most current version of the technical standard, New York Standards and Specifications for Erosion and Sediment Control and the New York State Stormwater Management Design Manual. Where erosion and sediment control practices are not designed in conformance with these technical standards, the Contractor must demonstrate equivalence to the technical standard.

- B. Maintenance: The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition consistent with the most current version of the technical standard, New York Standards and Specifications for Erosion and Sediment Control and the New York State Stormwater Management Design Manual.

3.02 CLEANING

- A. The Contractor shall clean the site and equipment consistent with requirements of the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities.

END OF SECTION

SECTION 02371 - DUST, SOIL EROSION AND SEDIMENT CONTROL

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SECTION 02530 - SANITARY SEWERAGE

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Pipe and fittings.
 2. Couplings.
 3. Non-shrink grout.
 4. Cast iron frames and covers.
 5. Lock joint flexible sleeves.
 6. Accessories
- B. Related Sections include the following:
1. Section 02225 - Trenching.
 2. Section 02317 - Backfilling.
- C. References
1. ASTM C33 - Concrete Aggregates.
 2. ASTM C109 - Test Method for Compressive Strength of Hydraulic Cement Mortars Using 2-inch or 50-mm Cube Specimens.
 3. ASTM C150 - Portland Cement.
 4. ASTM C478 - Precast Reinforced Concrete Manhole Sections.
 5. Great Lakes-Upper Mississippi River Board of State Sanitary Engineers. Recommended Standards for Sewage Works (Ten State Standards).
 6. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
 7. ACI 308 - Standard Practice for Curing Concrete.
 8. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
 9. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
 10. ANSI/AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3 in. through 48

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in., for Water and Other Liquids.

11. ANSI/AWWA - C115/A21.15 - American National Standard for Flanged Ductile Iron Pipe with Threaded Flanges.
12. ANSI/AWWA C150/A21.50 - American National Standard for Thickness Design of Ductile Iron Pipe.
13. ANSI/AWWA C600-93 - Installation of Ductile Iron Water Mains and Appurtenances.
14. ANSI B18.2.1 - Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws.
15. ANSI B18.2.2 - Square and Hex Nuts (Inch Series).
16. ASTM A307 - Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
17. ANSI B18.2.1 - Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws.
18. ANSI B18.2.2 - Square and Hex Nuts (Inch Series).
19. ASTM C32 - Standard Specification for Sewer and Manhole Brick (Made from caly or shale).

1.02 INFORMATIONAL SUBMITTALS

- A. Product Data:
 1. Pipe materials, pipe fittings, accessories and detectable marking tape.
- B. Shop Drawings: For manholes or fabricated clean-outs. Include plans, elevations, sections, details, and frames and covers.
- C. Manufacturer's Installation Instructions: Indicate special procedures required to install products.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirement
- E. Precast Concrete Structures: Indicate structure dimensions, sleeve locations, elevation and size, concrete strength and reinforcing bars. Submit manhole schedule showing all necessary structure information used to fabricate the unit.
- F. Frames and Covers: Indicate material, loading capability and dimensions.
- G. Non-Shrink Grout: Indicate shrinkage and expansion characteristics, strength,

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setting time, and composition.

- H. Submit description of proposed method of control for line and grade during sanitary sewer installation.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.

1.04 PROJECT CONDITIONS

- A. Interruption of Existing Sanitary Sewerage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Engineer no fewer than two days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of service without Engineer's written permission.

1.05 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of piping mains, house connections, fittings, and invert elevations.
- B. Identify and describe discovery of uncharted utilities.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with the following:
 - 1. Ten State Standards
 - 2. Suffolk County Department of Health Services Standards
- B. PVC Pipe: Manufacturer's name, size, letter "PVC", "Sewer Pipe" and manufacturer's code, cell classification and ASTM designation stamped on pipe.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Do not install underground piping when bedding is wet or frozen.

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- B. Do not mix or place mortar and non-shrink grout if ambient temperature is below 40 degrees F.
- C. Do not backfill over or with frozen materials.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

- A. PVC Pipe: AWWA C900, DR 18, Class 150 PVC with cell classification of 12454B as defined in Specifications ASTM D1784.
- B. Ductile Iron Pipe: AMERICAN DUCTIL IRON PIPE, US PIPE & FOUNDRY CO. or equal.
 - 1. DI pipe shall be centrifugally cast with primary graphite in nodular form or spherulitic and conform to AWWA C151.
 - 2. All buried and exposed (dry and submerged service) DI pipe shall be thickness Class 53 in locations indicated on Drawings.
 - 3. Grooved end DI pipe shall conform to AWWA C606. All pipe shall be manufactured to rigid groove dimensions.
 - 4. All buried pipe and fittings shall be provided with bituminous seal coat in accordance with AWWA C106, inside and out.
 - 5. All exposed (dry and immersion service) pipe and fittings shall be provided with an interior seal coat in accordance with AWWA C106. The exterior of all exposed pipe and fittings shall be factory primed using a high solids epoxy system with a shop coat thickness of 3.0-8.0 mils DFT. The primer shall be manufactured by Tnemec Company or equal and be red oxide in color. Field paint exposed pipe (dry and immersion service).
 - a. Fittings: Comply with AWWA C110 for center-to-center end dimensions.
 - 6. Buried: All buried fitting and buried valve joints shall be mechanically restrained and be provided with thrust blocking as detailed on the Drawings. Mechanical joint restraint shall be incorporated into the design of the follower gland. The restraining mechanism shall consist of individually actuated wedges. The joint restraint ring shall be made of 60-42-10 ductile iron conforming to ASTM A536. The restraint shall be series 1100 Megalug by Ebba Iron or equal.

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7. Joints:
 - a. Buried Piping: AWWA C111 push on joint with stainless steel locking segments vulcanized into rubber ring gasket, Flex-Ring ® by American Ductile Iron Pipe or FieldLok ® by U.S. Pipe or equal.
 - b. Exposed and Buried Service Bolts and Nuts: Nuts and bolts shall be alloy steel conforming to the physical properties of ASTM A563. Bolts shall conform to ANSI B18.2.1. Nuts shall conform to ANSI B18.2.2. Bolts and nuts for grooved pipe shall be heat-treated plated carbon steel, track head, conforming to the physical properties of ASTM A183. Paint exposed and buried bolts and nuts in accordance with Section 09900.
 - c. Submerged Service Bolts and Nuts: Type 304 stainless steel conforming to ASTM A-193. All piping bolts and nuts located in any tank, vault, well, chamber, or any other structure that treats, stores or conveys water or sewage shall be considered a submerged (immersion) service even if it is not physically located below the water level. The Contractor shall not paint these nuts and bolts. Mask the exposed threads prior to pipe painting. All bolts and nuts in any process tank, regardless if it is located above water level shall meet the requirements of this paragraph.
 - d. Lubricant for Joints: Shall have no deteriorating effects on gasket or pipe material and shall be supplied by the pipe manufacturer or joint manufacturer in sufficient quantity.
 - e. Flanged Adapters: Dismantling joint Smith Blair, Inc., Model 975 or equal for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
 - f. Couplings: Smith Blair, Inc., Model 411 or equal for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
 - g. Restrained Joint Fittings: Ford Meter Box Co., Inc., UNI-FLANGE “BlockBuster” series 13100, 1400 & 1500 for PVC, ductile iron and steel piping.

2.02 CONCRETE

- A. General: Cast-in-place concrete complying with ACI 318, ACI 350/350R, and the following:
 1. Cement: ASTM C 150, Type II.
 2. Fine Aggregate: ASTM C 33, sand.
 3. Coarse Aggregate: ASTM C 33, crushed gravel.

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4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.
 1. Reinforcing Fabric: ASTM A 185/A 185M, steel, welded wire fabric, plain.
 2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.
 - C. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water/cementitious materials ratio.
 1. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.

2.03 NON-SHRINK GROUT

- A. General: No shrinkage (0.0%) and a maximum 4.0% expansion when tested in accordance with ASTM C827. No shrinkage (0.0%) and a maximum of 0.2% expansion in the hardened state when tested in accordance with CRD-C-621.
- B. Compressive Strength: A minimum 28-day compressive strength of 5,000 psi when tested in accordance with ASTM C109.
- C. Setting Time: A minimum initial set time of 60 minutes when tested in accordance with ASTM C191.
- D. Composition: Shall not contain metallic particles such as aluminum powders, iron filings, or expansive cement.

2.04 ACCESSORIES

- A. Marking Tape: Solid plastic detectable tape with a minimum total thickness of 4.5 mil. Tape resistant to alkalis, acids and other destructive elements. Green in color, minimum 6 inches wide with the words "Caution - Sanitary Sewer" repeated every 16-36 inches, conforming to APWA uniform color code and in accordance with SCDPW requirements.
- B. Sewer Brick: ASTM C32, Grade MS.

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PART 3 - EXECUTION

3.01 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements. Maximum variation from the indicated slope is 1/8 inch in 10 feet.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure, sanitary piping according to the plans.
- F. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

3.02 PIPE JOINT CONSTRUCTION

- A. Pipe couplings, expansion joints, and deflection fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
 - 1. Use nonpressure flexible couplings where required to join gravity-flow, nonpressure sewer piping unless otherwise indicated.
 - a. Shielded flexible couplings for pipes of same or slightly different OD.
 - b. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
 - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID

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permits installation.

3.03 CONNECTIONS

- A. Make connections to existing piping as indicated on the plans.
 - 1. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
 - 2. Make connections between pipes of different materials with approved adapters. The encasement of adapter made connections with concrete is not permitted. Commence pipe laying at the lowest point, with the spigot ends pointing in the direction of flow.
 - 3. The use of excessive force or blunt instruments is prohibited in installing the pipe into the walls of existing manholes and structures. Neatly core drill a hole through the existing wall, to achieve the minimum diameter hole required to install the pipe true to line and grade. The structure shall be maintained in good repair. Provide flexible and watertight connection at the wall.
 - 4. In making the connection to an existing manhole or structure, pump out each structure in order to make this connection.

3.04 IDENTIFICATION

- A. Comply with requirements in these specifications for underground utility identification devices. Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
 - 1. Use detectable warning tape over nonferrous piping and over edges of underground manholes.
 - 2. After partially backfilling, install marking tape 18 to 24-inches above crown of pipe. Place as straight as possible. Hold tape to position by adding backfill with hand shovels before using mechanical equipment to finish backfill.

3.05 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate report for each system inspection.

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2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 96 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

B. Non-Pressure Piping Testing:

1. Leakage shall be determined by exfiltration testing. The Engineer reserves the right to also require infiltration testing.
2. Air testing is not permitted
3. Leakage testing shall include the main non-pressure pipe, house connections, and appurtenances on the section of pipeline being tested.
4. Limit pipeline test sections to runs between adjacent structures. Manholes may be tested simultaneously with pipes.
5. Adequately plug ends of house connections, stubs, and openings from which water may escape.
6. Use clean water for exfiltration tests.
7. Determine groundwater levels by installing piezometers, test holes or test pits at intervals not to exceed 1,000 feet.

C. Pipe Exfiltration Test:

1. The minimum water level required for testing is 4 feet above the crown of the upstream (highest) end of the pipe being tested or 2 feet above the maximum groundwater level along the test section, whichever is greater.
2. Install a watertight plug in the downstream end of the manhole pipe or clean-out.

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3. Fill upstream manhole or clean-out with water and conduct test for six (6) hours.
 4. Upon satisfactorily completing the test, remove the downstream plug in the presence of Engineer. Do not touch nor remove anything until approved by Engineer.
 5. Maximum allowable exfiltration is one hundred (100) gallons per inch diameter per mile per day.
- D. Pipe Infiltration Test:
1. The minimum head of groundwater required for infiltration testing is 2 feet above the crown of the pipe at the upstream end but must in all cases reach its normal level.
 2. Infiltration may be measured with an approved graduated container capable of intercepting all inflow, by a pipeline V-notch weir, or by other approved methods. When using instream type measuring devices, do not measure flows until steady state conditions are established.
 3. Maximum allowable infiltration is one hundred (100) gallons per inch diameter per day per mile of pipe.
 4. Where groundwater level is at least 2 feet above the highest manhole or clean-out joint, manholes may be included in the test. No visible leakage will be permitted in manholes.
- E. Leaks and loss in test pressure constitute defects that must be repaired.
- F. Perform compaction testing in accordance with ASTM D2922.
- G. Perform field inspection and testing under provisions of Division 01 Section "Quality Control".
- H. Request inspection prior to and immediately after placing backfill. Perform compaction testing in accordance with ASTM D2922. If tests indicate work does not meet specified requirements, remove work, replace, and retest at no cost to Owner.

3.06 INSTALLATION - GENERAL

- A. Maintain separation of sanitary sewer from water piping in accordance with regulations of County Department of Health, State Department of Environmental Conservation, and the Recommended Standards for Wastewater Facilities.
- B. Parallel Water and Sewer Lines - Pipelines carrying sewage, sludge or other

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wastewater, whether treated or not, shall not be located any closer than 10 feet horizontally from a potable water pipeline. If it is not possible to maintain horizontal separation, the lines may be located at least 3 feet horizontally from each other, provided that there is at least 18 inches of clear vertical separation, with the sewer line being below the water line.

1. Special Conditions: When it is impossible to achieve the requirements of the above paragraph, immediately notify Engineer. If Engineer concurs, he will order the construction of the sewer with ductile mechanical joint pipe and may order the reconstruction of the existing water line. Regardless, sewer shall be installed at a lower elevation than the water line and sewer line and the reconstructed water line shall be pressure tested for leakage in accordance with water utility requirements.
- C. Water and Sewer Line Crossings - Whenever water and sewer lines must cross, the sewer shall be situated below the water line with at least an 18 inches of clear vertical separation. In no case shall a water line pass under a sewer.
1. Special Conditions: When it is impossible to achieve the requirements of the above paragraph, immediately notify Engineer. If Engineer concurs, he will order 1) the water pipe raised, 2) the construction of the sewer line with ductile mechanical joint pipe. Regardless, sewer shall be installed at a lower elevation than the water line. The full length of sewer pipe shall be centered under the crossing line. The joint shall not be closer than 9.5 feet to the crossing.
- D. Unusual Conditions - Immediately notify Engineer when it is impossible to achieve any of the above conditions. The Engineer will prescribe the procedures to be followed.
- E. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- F. Drainage of construction excavations through sanitary sewers shall not be permitted.
- G. Maintain the excavation free of water during the progress of the Work. No pipe shall be laid in water nor shall there be any joints made up in water. No separate allowance for pumping or otherwise removing water will be made. All slides or cave-ins of the trenches or cuts shall be remedied at the expense of the Contractor, and to the satisfaction of the Engineer.
- H. All adjustments to the line and grade of pipe laid on earth foundation shall be done by scraping away or filling in the earth under the barrel of the pipe, and not be blocking or wedging. Where excavation has been carried too deep but not in excess of six (6) inches, the Contractor may replace with suitable earth and hand tamp same to provide a firm foundation. Wherever the Contractor has excavated

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to a depth in excess of six (6) inches, the Engineer may order broken stone or gravel fill without additional compensation to the Contractor. In all cases the trench under the joint shall be excavated to permit an even bearing for the barrel of the pipe.

- I. When unsuitable materials and/or conditions are encountered, the Engineer may direct the excavation to continue below grade and the trench filled with crushed blue stone foundation, or the Engineer may order other corrective measures.
- J. Where required, holes and spaces to be used for joints shall be sufficiently large to leave the joint of each pipe free and not resting on the ground at any point. Every joint shall be made up in the trench.

3.07 PIPE INSTALLATION

- A. Excavate and shape the trench to conform with the details shown on the Drawings. If accidental or intentional over excavation of the trench occurs, in depth or width, such corrective measures as are, in the opinion of the Engineer necessary to rectify the conditions shall be taken by the Contractor. No additional compensation will be made therefor. This requirement applies equally in the case of cave-in of the trench walls, by failure to apply necessary sheeting measures.
- B. Join sections of pipe by hand only, without the use of levers or other mechanical aids. Both the sealing gasket and the adjoining spigot end shall be thoroughly cleaned and coated with lubricant. The spigot end shall be placed in the bell end only as far as the reference mark provided on each spigot end, to allow for expansion, contraction, and deflection, and not “pushed home”.
- C. Pipe lengths of twenty (20) feet shall be utilized, except that shorter lengths of 12-1/2 feet, or random lengths, may be utilized where connections to manholes, house connection wyes and tees, and similar circumstances are present, only inasmuch as is necessary to properly effect the joint(s) in the desired location. In all cases, the number of pipe joints shall be minimized. In the case of random lengths of pipe, provide proper reference marks on spigot ends prior to assembling.
- D. Perform field cutting of pipe to ensure a perfectly square cut. After cutting, bevel the cut end to match that of a factory finished beveled end. Bevels shall be formed with the use of a beveling tool, which will automatically produce the correct taper. Take care to ensure that the correct bevel angle is produced.
- E. Place and compact embedment materials in accordance with Paragraph 5.10.2, “Methods of Placing Embedment Materials”, of Recommended Standard UNI-B-5 of the Uni-Bell Plastic Pipe Association, subject to the conditions of the Plans and these Specifications. Pipe haunching and initial backfill shall be

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brought up and compacted equally on either side of the pipe, to preclude disturbance of the pipe, in layers not to exceed four inches in height, by use of hand tamping supplemented by mechanical compacting using hand-operated compactors, similar to “Whacker” or equal. Flooding, puddling and jetting of initial backfill are prohibited for PVC pipe installations.

- F. Place and compact final backfill, as modified herein. “Hydrohammers” and similar compacting equipment, which, in the opinion of the Engineer, may cause disturbance to the pipe and/or the materials in the pipe zone (bedding, haunching, and initial backfill) shall not be utilized within four feet (4’) of the pipe. This shall not be construed to preclude the use of mechanical compactors, “hoe-packers”, and the like, which may be demonstrated, by the Contractor, to produce no deleterious effects on the embedment materials. Such demonstration shall be the responsibility of the Contractor. The use of mechanical compaction equipment shall be in accordance with the pipe manufacturer’s recommendations, and as approved by the Engineer.
- G. The Contractor’s specific attention is directed towards effecting and maintaining the specified compaction of the embedment materials in the pipe zone. Lower limit for sheeting driven and pulled shall be one foot above the top of the pipe. All sheeting placed below this level shall be cut off at said point and left in place.
- H. Use of a moveable “trench box” when moved, may cause disturbance to the materials in the pipe zone. Usage of a trench box, for protection of personnel in accordance with OSHA requirements, will be permitted only under one of the following conditions, which shall be the Contractor’s responsibility to propose and employ:
 - 1. Position the moveable trench box on a shelf above the pipe springline, with the pipe installed in a narrow, vertical walled subditch. The width of the subditch shall not exceed the O.D. of the pipe plus 9 inches on each side; or
 - 2. Increase the overall trench width to produce a minimum clearance of 2-1/2 pipe diameters between the pipe barrel and the trench box on each side of the pipe after embedment has been placed and compacted. In utilizing this option, all voids left in the embedment material as the result of trench box removal shall be filled and compacted. Disturbance to the loss of compaction density in the pipe zones is not permitted.
 - 3. Submit proposed method of meeting the above-specified conditions to the Engineer, for approval. No additional compensation will be made for meeting these conditions, nor for additional excavation, backfill, repaving, or similar items, outside of the payment limits as shown on the Drawings.
- I. Compaction of embedment materials, including bedding, haunching, and initial backfill shall be as shown on the Drawings, but in no case shall the density

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attained be less than that required for the final backfill above. The Contractor's attention is directed toward compaction requirements for pavement sub-base material, specified elsewhere in the specifications.

3.08 SITE TOLERANCES

- A. Maximum variation from proposed rim elevation shall be 1/4 inch.

3.09 PROTECTION

- A. Protect pipes, structures and appurtenances from damage or displacement during backfilling.

END OF SECTION