

# **VILLAGE OF GREENPORT**

**SUFFOLK COUNTY, NEW YORK**  
**236 Third Street, Greenport, New York 11944**

## **Sewage Treatment Plant** **Site Improvements** **2022**



**Project No. GRPTV 16-03**

**January 2022**

**Mayor**

**George W. Hubbard, Jr.**

**Trustees**

**Jack Martilotta, Deputy Mayor**  
**Peter Clarke**  
**Mary Bess Phillips**  
**Julia Robins**

**Village Administrator**  
**Clerk**  
**Village Treasurer**  
**Village Attorney**

**Paul J. Pallas, P.E.**  
**Sylvia Lazzari Pirillo, RMC**  
**Robert Brandt**  
**Joseph W. Prokop, Esq.**

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Prepared By:  
**J.R. Holzmacher P.E., LLC**  
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VILLAGE OF GREENPORT  
SEWAGE TREATMENT PLANT  
SITE IMPROVEMENTS 2022  
PROJECT NO. 16-03

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## **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN PURSUANT TO GENERAL MUNICIPAL LAW SECTION 103 THAT SEALED BIDS ONLY for SEWAGE TREATMENT PLANT SITE IMPROVEMENTS** will be received by the Office of the Village Clerk of the Village of Greenport at Village Hall, 236 Third Street, Greenport, New York, 11944 until 3:00 p.m. prevailing time, on Thursday, January 27, 2022 and reviewed thereafter.

Plans and Specifications for the various site plan improvements at the Village of Greenport Sewerage Treatment Plant may be obtained beginning on January 6, 2022 at the Office of the Greenport Village Clerk, Greenport Village Hall, 236 Third Street, Greenport, NY, 11944 upon deposit of Fifty Dollars (\$50.00) for each set furnished.

The Plans and Specifications may also be found, beginning on January 6, 2022, on the official Village of Greenport website: [www.villageofgreenport.org](http://www.villageofgreenport.org), under the heading: "Current Bids and RFP's"

Deposits shall be made by cash, certified check, bank money order or postal money order. No exceptions shall be made. Deposits are nonrefundable.

All technical questions are to be directed in writing to Village Clerk Sylvia Pirillo, RMC, at: [spirillo@greenportvillage.org](mailto:spirillo@greenportvillage.org).

The Village of Greenport reserves the right to reject any and all bids, to waive any informalities, and to accept such alternate bids which, in the opinion of the Village, will be in the best interest of the Village.

Late bids will not be accepted.

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital or financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport will solicit proposals and contracts from such entities with respect to the public work noticed herein.

**Dated: Thursday, December 27, 2021**

**BY ORDER OF THE VILLAGE OF  
GREENPORT**

**BOARD OF TRUSTEES**

**Sylvia Lazzari Pirillo, RMC  
Village Clerk**

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## **INSTRUCTIONS TO BIDDERS**

**The Village Board of the Village of Greenport will receive SEALED PROPOSALS for:**

### **VILLAGE OF GREENPORT SEWAGE TREATMENT PLANT SITE IMPROVEMENTS 2022**

Bids are to be submitted in sealed, opaque envelopes and will be received by the Village Clerk of the Village of Greenport at Village Hall, 236 Third Street, Greenport, New York, not later than 3:00 PM, prevailing time, on Thursday, January 27, 2022 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. Late Bids will not be accepted

All proposals, qualifications for this project must be placed in a sealed envelope bearing the bidder's firm name and address, and marked "PROJECT NO. GRPTV 16-03, Sewage Treatment Plant Site Improvements", but otherwise unmarked.

### **PLANS AND SPECIFICATIONS**

Complete sets of the plans and specifications and contract documents may be obtained at the office of the Village Clerk of the Village of Greenport, Greenport Village Hall, 236 Third Street, Greenport NY 11944 upon deposit of Fifty Dollars (\$50.00), made payable to the Village of Greenport. Additional copies may be purchased from the Village Clerk for \$50.00 per copy.

### **PLAN DEPOSIT REFUNDS**

Plan deposits are not refundable.

### **BID BOND OR CERTIFIED CHECK**

A Bid Bond is not required for this project.

### **PROPOSAL**

The Proposal contained herein shall be used in submitting bids. Any proposal not in accordance with these instructions, or containing bids not asked for, may be rejected. No proposal will be received from any bidder unless they are 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.

## **INSTRUCTIONS TO BIDDERS**

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, their unit or lump sum bid, as the case may be, for each item in said Proposal for which they are 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 their proposal may terminate, if there are no additional agreements to the contrary between the Owner and Contractor.

### **NAME OF BIDDER**

Each bidder must state in their proposal their 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, they must distinctly state that fact, and that their 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 Village of Greenport 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. Questions regarding specifications shall be submitted in writing or by email only to the Village Clerk's office.

### **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

## **INSTRUCTIONS TO BIDDERS**

performance of this contract, shall be that designated by the Labor Commissioner of the State of New York, during the time period in which the work is performed. See Prevailing Rate Schedule following this section.

## **QUALIFICATIONS OF BIDDERS**

The Village Board reserves the right to waive any informalities in, or to 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 their record in the performance of any contracts entered into by them 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 time of 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 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 Clerk with the sureties offered by them within seven (7) calendar days, Sundays excepted, after date of notification by mail of the acceptance of their proposal, and shall at that time sign the contract in triplicate for the work and furnish approved security for its performance.



## **INSTRUCTIONS TO BIDDERS**

### **CONTRACTOR'S INSURANCE**

The Contractor shall not commence any work until they have 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 management staff of the Village of Greenport.

### **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  
VILLAGE OF GREENPORT  
SUFFOLK COUNTY, NEW YORK**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

INCORPORATED VILLAGE OF GREENP

J. Robert Holzmacher P.E., Principal  
Jr. Holzmacher  
3555 Veterans Memorial Hwy.  
Suite A  
Ronkonkoma NY 11779

Schedule Year 2021 through 2022  
Date Requested 01/24/2018  
PRC# 2018000843

Location 2600 Moores Lane  
Project ID#  
Project Type Site Improvements

### 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 2021 through June 2022. 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](http://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](http://www.labor.ny.gov).

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

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

## **Payrolls and Payroll Records**

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, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen 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 journeyman'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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

INCORPORATED VILLAGE OF GREENP

J. Robert Holzmacher P.E., Principal  
Jr. Holzmacher  
3555 Veterans Memorial Hwy.  
Suite A  
Ronkonkoma NY 11779

Schedule Year 2021 through 2022  
Date Requested 01/24/2018  
PRC# 2018000843

Location 2600 Moores Lane  
Project ID#  
Project Type Site Improvements

### 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](http://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](mailto:dol.misclassified@labor.ny.gov).

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

### **Effective June 23, 2020**

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 and supplement 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](http://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.

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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





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](mailto: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](http://www.labor.ny.gov)

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

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

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

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

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





## 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](http://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

09/01/2021

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour: 07/01/2021

Asbestos Worker \$ 44.00  
Removal & Abatement Only\*

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 8.70  
Removal & Abatement Only

#### OVERTIME PAY

See (B, B2, \*E, J) on OVERTIME PAGE

Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

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

#### SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice  
Removal & Abatement \$ 8.70

4-12a - Removal Only

### Boilermaker

09/01/2021

**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: 07/01/2021

Boilermaker \$ 63.38  
Repairs & Renovations 63.38

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Boilermaker 32% of hourly  
Repair \$ Renovations Wage Paid  
+ \$ 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)	07/01/2021 32% of Hourly Wage Paid Plus Amount Below
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1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

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

4-5

### Carpenter

09/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 53.33
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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
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms:	\$ 35.33
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8-1556 Db

### Carpenter

09/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 46.97

**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
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

**Carpenter**

**09/01/2021**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80

Marine Tender 51.34

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 53.33

**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	\$ 23.37
2nd year	28.97
3rd year	37.35
4th year	45.74

Supplemental Benefits  
Per Hour:

All terms \$ 35.33

8-1456MC

**Carpenter**

**09/01/2021**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2021

Building

Millwright \$ 57.00

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 54.60

**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.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$35.03	\$38.73	\$43.08	\$49.84

8-740.1

**Carpenter**

**09/01/2021**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2021

Timberman \$ 52.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2021

\$ 52.78

**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
\$21.42	\$26.53	\$34.18	\$41.84

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

### Carpenter

09/01/2021

**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, Tompkins Corner, 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: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

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:

Driller and Helper \$ 29.40 \$ 30.60

#### 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

09/01/2021

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

**DISTRICT** 4

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

Per Hour: 07/01/2021

Carpenter  
(Building) \$ 50.16

Carpenter  
(Heavy Highway) \$ 50.16

"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 \$ 33.58

## 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
\$ 23.87	\$ 28.02	\$ 30.10	\$ 32.18	\$ 36.34

Supplemental Benefits

Per Hour:

All Terms: \$ 18.40

4-Reg.Council Nass/Suff

## Electrician

09/01/2021

**JOB DESCRIPTION** Electrician

**DISTRICT** 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

Per Hour: 07/01/2021

Electrician  
Electrical Maintenance \$ 44.54

Traffic Signal 45.50

## "PLEASE NOTE"

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

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

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

## SUPPLEMENTAL BENEFITS

Per Hour:

Electrician 12% of Hourly  
Wage Paid + \$19.50

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

## OVERTIME PAY

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

## HOLIDAY

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

## REGISTERED APPRENTICES

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

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

Supplemental Benefits:

07/01/2021

1st	3% + \$3.65
2nd	8% + \$4.19
3rd	9% + \$5.20
4th	10% + \$ 6.96
5th	11% + \$10.91
6th	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**

**09/01/2021**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021

Tree Trimmer/Remover	
Line Clearance Specialist	\$ 36.82
Groundman*	\$22.09

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(s) workforce on Project. Please contact local office for clarification.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Tree Trimmer	20.50% of Hourly
Line Clearance Specialist	Wage Paid +
and Groundman	\$11.57

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**

**09/01/2021**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021

Electrician/Wireman	\$ 55.00
HVAC Controls	55.00
Fire Alarms	55.00

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Electrician/Wireman (all categories)	16% of Hourly Wage Paid
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+ \$ 30.86

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%

Indentured After 4/25/2020:

35%	35%	37.5%	40%	60%	75%
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Supplemental Benefits Per Hour:

07/01/2021

1st	3% + \$5.15
2nd	8% + \$6.32
3rd	9% + \$7.45
4th	10% + \$8.74
5th	13% + \$10.97
6th	14% + \$17.23

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

**Electrician**

**09/01/2021**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021

Electrician

Pump & Tank \$ 42.65

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician

Pump & Tank 16% of \*Wage  
paid + \$22.35

\*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	2nd	3rd	4th	5th	6th
\$15.90	\$16.90	\$17.90	\$18.90	\$25.59	\$29.86

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st	13% of *Wage paid + \$5.40
2nd	16% of *Wage paid + \$5.90
3rd	16% of *Wage paid + \$6.15
4th	16% of *Wage paid + \$6.50
5th	16% of *Wage paid + \$18.22
6th	16% of *Wage paid + \$19.16

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

<b>Electrician</b>	<b>09/01/2021</b>
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**JOB DESCRIPTION** Electrician

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2021
Telephone and Integrated Tele-Data System Electrician	\$ 38.18

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management 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 + \$19.85
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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

<b>Electrician Lineman</b>	<b>09/01/2021</b>
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**JOB DESCRIPTION** Electrician Lineman

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction:		
Per Hour:	07/01/2021	4/03/2022
Lineman/Splicer	\$ 61.21	\$ 63.20
Material Man	53.25	54.98
Heavy Equip. Operator	48.97	50.56
Groundman	36.73	37.92
Flagman	27.54	28.44

For Natural Gasline Construction:

Per Hour:	
Journeyman U.G.Mech	\$ 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:

	07/01/2021	4/03/2022
All Classifications	32.75% of Hourly Wage Paid + \$ 14.00	32.75% of Hourly Wage Paid + \$ 14.45

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

Natural Gasline Construction:

Per Hour: 07/01/2021

Journeyman U.G.Mech. 28% of Hourly  
Wage Paid +  
\$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:	07/01/2021	4/03/2022
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All Terms	31.75% of Hourly Wage Paid + \$ 14.00	31.75% of Hourly Wage Paid + \$ 14.45
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4-1049 Line/Gas

#### Elevator Constructor

09/01/2021

**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:

	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

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

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 will be liable for overtime payments for work over the allotted hours per day listed.

#### SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
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Modernization & Service/Repairs 41.082 42.787

# **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	\$ 34.05	\$ 34.772
2nd Term	34.91	35.606
3rd Term	36.30	37.052
4th Term	37.70	38.497

Modernization & Service/Repair

1st Term	\$ 34.00	\$ 34.672
2nd Term	34.50	35.195
3rd Term	35.83	36.571
4th Term	37.15	37.938

4-1

**Glazier**

**09/01/2021**

**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: 7/01/2021 11/01/2021

Glazier	\$ 58.60	+ \$1.25
*Scaffolding	59.55	
Glass Tinting & Window Film	29.60	
**Repair & Maintenance	29.60	

\*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: 7/01/2021

Journeyworker	\$ 36.04
Glass tinting & Window Film	21.19
Repair & Maintenance	21.19

# **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:

7/01/2021

1st term	\$ 20.72
2nd term	28.66
3rd term	34.67
4th term	46.62

Supplemental Benefits:

(Per hour)

1st term	\$ 16.58
2nd term	23.57
3rd term	26.09
4th term	30.91

8-1087 (DC9 NYC)

## Insulator - Heat & Frost

09/01/2021

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 4

## ENTIRE COUNTIES

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

## WAGES

Per Hour: 07/01/2021 06/01/2022

Insulators		Additional
Heat & Frost	\$ 69.01	\$ 1.00/Hr

## SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 35.16
Heat & Frost	

## OVERTIME PAY

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

\* 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.

Wages Per Hour:

1st	2nd	3rd	4th
\$ 27.60	\$ 34.50	\$ 41.40	\$ 48.30

Supplemental Benefits:

\$ 14.06	\$ 17.58	\$ 21.09	\$ 24.61
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4-12

## Ironworker

09/01/2021

**JOB DESCRIPTION** Ironworker

**DISTRICT** 9

## ENTIRE COUNTIES

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

## WAGES

Per Hour: 07/01/2021



Ironworker Rigger \$ 67.99

Ironworker Stone  
Derrickman \$ 67.99

#### SUPPLEMENTAL BENEFITS

Per hour: \$ 41.44

#### 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
07/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

#### Ironworker

09/01/2021

**JOB DESCRIPTION** Ironworker

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour:	07/01/2021	01/01/2022 Additional \$ 1.25
Ornamental	\$ 46.15	
Chain Link Fence	46.15	
Guide Rail	46.15	

#### SUPPLEMENTAL BENEFITS

Per hour:  
Journeyworker: \$ 60.05

#### 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.

5th Term	80%
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Supplemental Benefits per hour:	
5th Term	54.03

Apprentices Hired after 9/1/18:

1 year terms	
1st Term	\$ 20.63
2nd Term	24.22
3rd Term	27.80
4th Term	31.38

Supplemental Benefits per hour:

1st Term	\$ 17.89
2nd Term	19.14
3rd Term	20.40
4th Term	21.66

4-580-Or

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**Ironworker****09/01/2021**

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**JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

PER HOUR:

07/01/2021

01/01/2022

Ironworker:

Structural \$ 54.20

Additional \$ 1.75/Hr.

Bridges

Machinery

**SUPPLEMENTAL BENEFITS**

PER HOUR PAID:

Journeyman \$ 82.35

**OVERTIME PAY**

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

\*NOTE: Benefits are calculated for every hour paid

**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	\$28.21
2nd	\$28.81
3rd - 6th	\$29.42

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90

4-40/361-Str

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**Ironworker****09/01/2021**

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**JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:

07/01/2021

Reinforcing &amp;

Metal Lathing \$ 56.25

"Base" Wage \$ 54.70

plus \$ 1.55

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Reinforcing &amp; \$ 38.30

Metal Lathing

# **OVERTIME PAY**

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

\*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 45.08
Double Time	\$ 51.33

# **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:

1st term	2nd term	3rd term	4th Term
Wage Per Hour:			
\$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage			
\$ 21.00	\$ 26.80	\$ 33.10	\$ 35.60
plus \$1.55	plus \$1.58	plus \$1.58	plus \$1.58

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

# **SUPPLEMENTAL BENIFITS**

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

# **Laborer - Building**

09/01/2021

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 4

# **ENTIRE COUNTIES**

Nassau, Suffolk

# **WAGES**

Per Hour: 07/01/2021

Building Laborer \$ 41.65

Asbestos Abatement Workers 38.05  
(Re-Roofing Removal see Roofer)

# **SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer \$ 30.46  
Asbestos Abatement Worker 17.75

# **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	\$ 18.00
2nd Term	22.10
3rd Term	27.27
4th Term	31.98

Benifits per hour

1st Term	\$ 21.00
2nd Term	22.94
3rd Term	22.94
4th Term	22.94

4-66

**Laborer - Heavy&Highway**

**09/01/2021**

**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:**

07/01/2021

**GROUP # 1**

Total Wage Paid \$ 56.72

"Base Wage" 48.56

**GROUP # 2**

Total Wage Paid \$ 55.25

"Base Wage" 47.09

**GROUP # 3**

Total Wage Paid \$ 50.78

"Base Wage" 42.62

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$8.16 is difference between "Base" and "Total".

Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage.

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL GROUPS \$ 33.89

After Forty (40)paid hours in a work week

OVERTIME PAY 21.24

**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: \$42.62 X Time and One Half = \$63.93 + \$8.16 = \$72.09

**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 \$ 33.89  
After Forty(40) paid hours in a work Week 21.24

4-1298

**Mason**

**09/01/2021**

**JOB DESCRIPTION** Mason

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Brick/Block Layer \$ 63.94

Base Wage for OT Calculation 53.65

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer \$ 29.55

**OVERTIME PAY**

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

Note: OT Calculated on Base Wage plus \$ 10.29/hr.

**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 Journey workers "Base Wage" plus \$ 6.39/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 20.70

4-1Brk

**Mason - Building**

**09/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2021 12/06/2021 06/06/2022

		Additional	Additional
Tile Setters	\$ 61.07	\$ 0.48	\$ 0.72

**SUPPLEMENTAL BENEFITS**

Per Hour:

\$ 24.91\*  
+ \$10.01

\* 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
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55* +\$0.66	\$12.55* +\$0.71	\$15.16* +\$0.81	\$15.16* +\$0.85	\$16.16* +\$1.23	\$17.66* +\$1.28	\$18.66* +\$1.63	\$18.66* +\$1.68	\$16.66* +\$5.83	\$21.91* +\$6.32

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

9-7/52A

<b>Mason - Building</b>	<b>09/01/2021</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Building

	07/01/2021	01/01/2022
Wages per hour:		
Mosaic & Terrazzo Mechanic	\$ 58.46	Additional \$ 0.85
Mosaic & Terrazzo Finisher	\$ 56.86	

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic	\$ 26.11* + \$11.73
Mosaic & Terrazzo Finisher	\$ 26.11* + \$11.71

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

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.80 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
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08

Supplemental benefits per hour:

07/01/2021	\$13.06*	\$14.37*	\$15.67*	\$16.98*	\$18.28*	\$19.59*	\$22.20*	\$24.81*
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+ \$9.27 + \$10.19 + \$11.12 + \$12.04 + \$12.97 + \$13.90 + \$15.75 + \$17.60

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
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48

Supplemental Benefits per hour:

	1st \$4.59* +\$6.49	2nd \$5.90* +\$8.34	3rd \$15.67* +\$11.12	4th \$18.28* +\$12.97	5th \$20.89* +\$14.83	6th \$23.50* +\$16.67
07/01/2021						

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

9-7/3

## Mason - Building

09/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2021 01/01/2022

Building-Marble Restoration: Additional

Marble, Stone & Terrazzo Polisher, etc \$ 46.16 \$ 1.10

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 29.11

### 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
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
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9-7/24-MP

**Mason - Building** **09/01/2021**

**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: 07/01/2021 01/03/2022  
Additional  
Marble Cutters & Setters \$ 61.73 \$ 0.95

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 37.76

**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
\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51

9-7/4

**Mason - Building** **09/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2021 12/06/2021 06/06/2022  
Additional Additional  
Tile Finisher \$ 46.89 \$ 0.39 \$ 0.58

**SUPPLEMENTAL BENEFITS**

Per Hour:

\$ 21.91\*  
+ \$9.84

\*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** **09/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**



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

## WAGES

Per hour: 07/01/2021 01/01/2022

Marble, Stone, etc. Additional  
Maintenance Finishers: \$ 26.73 \$ 0.68

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: \$ 14.00

## 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:

07/01/2021

0-750	\$21.37
751-1500	\$22.09
1501-2250	\$22.81
2251-3000	\$23.52
3001-3750	\$24.61
3751-4500	\$26.04
4501+	\$26.73

Supplemental Benefits:

Per hour:

0-750	\$ 11.24
751-1500	\$ 11.60
1501-2250	\$ 11.97
2251-3000	\$ 12.35
3001-3750	\$ 12.84
3751-4500	\$ 13.63
4501+	\$ 14.00

9-7/24M-MF

## Mason - Building / Heavy&Highway

09/01/2021

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

**DISTRICT** 9

## ENTIRE COUNTIES

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

## WAGES

Per hour: 07/01/2021 01/03/2022

Marble-Finisher \$ 48.87 Additional  
\$ 0.61

## SUPPLEMENTAL BENEFITS

Journeyworker:  
per hour

Marble- Finisher \$ 35.25

## 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**

**09/01/2021**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

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**

**09/01/2021**

**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:

07/01/2021

Stone Setter \$ 68.23

Base Rate \$52.06

Stone Tender \$ 50.64

Base Rate \$43.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 36.75

Stone Tender \$ 20.70

**OVERTIME PAY**

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

Base Rates are use to Calculate Overtime Premiums then adding in:

\$16.22/Hr. for Stone Setter and \$7.15/Hr. for Stone Tender

\* 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 Base wage rate per hour plus \$7.69:

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

Supplemental Benefits:

All Apprentices \$ 23.25

4-1Stn

#### Mason - Heavy&Highway

09/01/2021

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour:	07/01/2021	07/01/2022 Additional \$ 2.25
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Pointer, Caulkers & Cleaners \$ 57.03

#### SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 30.31

#### 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
\$ 28.92	\$ 32.58	\$ 37.63	\$ 45.44

Apprentices Supplemental Benefits:

(per hour paid)	\$ 15.11	\$ 19.66	\$ 23.41	\$ 24.41
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4-1PCC

#### Operating Engineer - Building

09/01/2021

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 4

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

BUILDING CATEGORIES:

CLASS " AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

**CLASS "A":**

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

**CLASS "B":**

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

	07/01/2021	6/01/2022 Additional
Class "AA"	\$ 84.13	\$ 3.50
Cranes: Boom length over 100 feet add \$ 1.00		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	70.90	3.10
Add \$3.50 for Hazardous Waste Work		
Class "B"	66.53	2.99
Add \$2.50 for Hazardous Waste Work		
Class "C"	64.17	2.93
Add \$1.50 for Hazardous Waste Work		
Class "D"	48.77	2.50
Add \$1.00 for Hazardous Waste Work		
Class "E"	46.67	2.44

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes	\$ 39.30
Overtime Rate	35.10

**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	\$ 28.00
2nd Term	29.00
3rd Term	30.00

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

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

**09/01/2021**

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

**DISTRICT 4**

### **ENTIRE COUNTIES**

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

### **WAGES**

Per Hour: 07/01/2021 08/01/2021

Well Driller \$ 39.30 \$ 39.45

Well Driller Helper 34.17 34.17

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: 07/01/2021 08/01/2021

Well Driller & Helper 10% of straight time rate plus \$ 12.50 10% of straight time rate plus \$ 13.50

Additional \$ 4.25/Hr. 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: 07/01/2021 08/01/2021

1st Term	\$ 28.00	\$ 28.00
2nd Term	29.00	29.00
3rd Term	30.00	30.00

### **SUPPLEMENTAL BENEFITS**

Per Hour:

1st Term	10% of Wage + \$ 13.50
2nd Term	10% of Wage + \$ 13.50
3rd Term	10% of Wage + \$ 13.50

Additional \$4.25/Hr. for premium time hours worked.

4-138well

**Operating Engineer - Heavy&Highway**

**09/01/2021**

**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).

	07/01/2021	6/01/2022 Additional
Class "AA"	\$ 83.36	\$ 3.48
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	73.89*	3.22
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	69.10*	3.07
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	66.66*	3.01
*Add \$1.50 for Hazardous Waste Work		
Class "D"	50.88*	2.56
*Add \$1.00 for Hazardous Waste Work		
Class "E"	48.74	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 \$ 39.55

Note: OVERTIME AMOUNT 34.60

### 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:

1st Term \$ 28.00

2nd Term 29.00

3rd Term 30.00

### SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64

Note: Overtime Amount 5.60

4-138

## Operating Engineer - Heavy&Highway

09/01/2021

**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: 07/01/2021

Heavy Highway/Building

Party Chief \$ 74.54

Instrument Man 56.52

Rodman 48.28

### SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 36.60

Premium\*:

Heavy Highway/Building \$ 45.67

Premium\*\*:

Heavy Highway/Building \$ 54.75

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

4-15D-N/S co.

## Operating Engineer - Marine Dredging

09/01/2021

### JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, 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:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
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	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

### SUPPLEMENTAL BENEFITS

Per Hour:  
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2021	10/01/2021
All Classes A & B	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours	11.68 plus 8% of straight time wage, Overtime hours



add \$ 0.48

add \$ 0.48

All Class D

\$11.38 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.33

11.38 plus 8%  
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**

**09/01/2021**

**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: 07/01/2021

Survey Classifications

Party Chief \$ 45.83  
Instrument Man 38.17  
Rodman 33.34

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 20.60

**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**

**09/01/2021**

**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:

07/01/2021  
(SEE)

Robotic Unit Operator Operator(class D)

Technician/Boiler, Generator Operator(class 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**

**09/01/2021**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2021

Brush \$ 50.30\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 50.30\*

Spray & Scaffold \$ 53.30\*

Fire Escape 53.30\*

Decorator 53.30\*

Paperhanger/Wall Coverer 52.93\*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2021

Paperhanger \$ 31.83

All others 29.81

Premium 33.40\*\*

\*\*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: 07/01/2021

Appr 1st term... \$ 19.56\*

Appr 2nd term... 25.12\*

Appr 3rd term... 30.42\*

Appr 4th term... 40.65\*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2021

Appr 1st term... \$ 14.72

Appr 2nd term... 18.23

Appr 3rd term... 21.06

Appr 4th term... 26.67

8-NYDC9-B/S

**Painter**

**09/01/2021**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceadhurst, 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: 07/01/2021  
Drywall Taper \$ 50.30\*

\*Subtract \$ 0.10 to calculate premium rate.

### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021  
Journeyman \$ 29.81

### 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: 07/01/2021

1500 hour terms at the following wage rate:

1st term	\$ 19.56*
2nd term	25.12*
3rd term	30.42*
4th term	40.65*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 14.72
2nd year	18.23
3rd year	21.06
4th year	26.67

8-NYDCT9-DWT

### Painter - Bridge & Structural Steel

09/01/2021

**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:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

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.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

\* 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 (B, 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

	07/01/2021	10/01/2021
1st year	\$ 20.60	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 5.78*
3rd year	\$ 41.20	\$ 42.40
	+ 6.90*	+ 7.70*
Supplemental Benefits - Per hour:		
1st year	\$ .25	\$ .25
	+ 12.00*	+ 12.24*
2nd year	\$ 10.90	\$ 10.90
	+ 18.00*	+ 18.36*
3rd year	\$ 10.20	\$ 10.90
	+ 24.00*	+ 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**09/01/2021**

**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):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

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:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

#### 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:

	07/01/2021	07/01/2022
1st Term:	\$ 12.50	\$ 12.61
2nd Term:	18.19	18.92
3rd Term:	24.26	25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03
2nd Term:	9.16	10.03
3rd Term:	9.16	10.03

8-1456-LS

#### Painter - Metal Polisher

09/01/2021

**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

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

\*Note: Applies on New Construction & complete renovation

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

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:  
All classification \$ 10.64

#### 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:

07/01/2021

1st year \$ 16.00  
2nd year 17.00  
3rd year 18.00

1st year\* \$ 16.39  
2nd year\* 17.44  
3rd year\* 18.54

1st year\*\* \$ 18.50  
2nd year\*\* 19.50  
3rd year\*\* 20.50

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:  
Per hour:

1st year \$ 7.39  
2nd year 7.39  
3rd year 7.39

8-8A/28A-MP

## Plasterer

09/01/2021

### JOB DESCRIPTION Plasterer

DISTRICT 9

### ENTIRE COUNTIES

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

### WAGES

Per hour:

	07/01/2021	08/01/2021
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 50.73*	\$ 51.00*

### SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2021	08/01/2021
Journeyworker	\$ 22.37	\$ 23.15

### 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:

	07/01/2021	08/01/2021
1st term	\$ 28.04	\$ 28.19
2nd term	30.59	30.59
3rd term	35.69	35.88
4th term	38.23	38.43

Supplemental Benefits:

(per hour):

(800) hours term:

	07/01/2021	08/01/2021
1st term	\$ 14.27	\$ 14.70
2nd term	15.14	15.60
3rd term	16.89	17.43
4th term	17.76	18.35

9-262

<b>Plumber</b>	<b>09/01/2021</b>
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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021 05/01/2022

Plumber/ PUMP & TANK	\$ 45.74	\$ 46.49
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**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber	\$ 31.89	\$ 33.64
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**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 Journeyman's wage:

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

Supplemental Benefits Per Hour:

1st Term	\$ 19.97	\$ 21.72
2nd Term	20.61	22.36
3rd Term	21.43	23.43
4th Term	21.81	23.56
5th Term	25.04	26.79

4-200 Pump & Tank

<b>Plumber</b>	<b>09/01/2021</b>
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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021 11/01/2021

Plumber	\$ 54.88	\$ 55.48
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**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber	\$ 46.53	\$ 46.93
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**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:

	07/01/2021	11/01/2021
1st Term	\$ 33.01	\$ 33.41
2nd Term	35.32	35.72
3rd Term	36.69	37.09
4th Term	38.18	38.58
5th Term	39.76	40.16

4-200

**Plumber**

**09/01/2021**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

07/01/2021

Plumber

MAINTENANCE ONLY

\$ 35.05

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber

Maintenance

\$ 19.30

**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 Maintenance

**Roofer**

**09/01/2021**

**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour

07/01/2021

05/01/2022

ROOFER/Waterproofer

Additional

Total Wage

\$ 51.25

\$ 2.00

to be Paid

"Base" Wage

\$ 45.25\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofer

\$ 34.36

**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 \$6.00.

(Example: \$45.25 x time and one half = \$67.87 + \$6.00 = \$73.87)

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 13, \*16, \*\*25) on HOLIDAY PAGE

Note: Time and One Half the Hourly Base Rate + \$6.00 if worked.

**REGISTERED APPRENTICES**

(1) Year terms at the following Percentage of Roofers/Waterproofers Base Wage.



1st 40%	2nd 50%	3rd 70%	4th 80% + \$4.50/Hr.
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Supplemental Benefits per hour:

07/01/2021

1st Term	\$ 9.68
2nd Term	11.96
3rd Term	24.22
4th Term	27.60

4-154

## Sheetmetal Worker

09/01/2021

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

### ENTIRE COUNTIES

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

### WAGES

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

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

### SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

### 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 35%	2nd 40%	3rd 45%	4th 50%	5th 55%	6th 60%	7th 65%	8th 70%	9th 75%	10th 80%
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### SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

1st \$ 14.34	2nd \$ 16.26	3rd \$ 18.17	4th \$ 20.10	5th \$ 28.02	6th \$ 30.47	7th \$ 33.72	8th \$ 36.27	9th \$ 38.77	10th \$ 41.29
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8/01/2021

1st \$ TBD	2nd \$ TBD	3rd \$ TBD	4th \$ TBD	5th \$ TBD	6th \$ TBD	7th \$ TBD	8th \$ TBD	9th \$ TBD	10th \$ TBD
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4-137-SE

## Sheetmetal Worker

09/01/2021

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2021

Sheetmetal Worker	\$ 57.61
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Temporary Operation or  
Maintenance of Fans

47.33

### SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker

\$ 48.90

Maintenance Worker

48.90

**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 \$ 20.20

3rd & 4th Term 25.96

5th & 6th Term 31.72

7th & 8th Term 40.37

9th Term 46.11

Per Hour: Supplemental Benifits

1st & 2nd Term \$ 17.98

3rd & 4th Term 24.64

5th & 6th Term 29.06

7th & 8th Term 35.66

9th Term 40.10

4-28

**Steamfitter**

**09/01/2021**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

AC Service/Heat Service \$ 42.85

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 \$ 19.46

**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 \$ 20.75

2nd Term 25.04

3rd Term 29.17

4th Term 35.22

Benefits per hour:

1st Term \$ 12.99

2nd Term 14.24

3rd Term 15.53  
4th Term 17.29

4-638B-StmFtrRef

**Steamfitter** **09/01/2021**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Sprinkler/Steam Fitter \$ 66.11

Temporary Heat & AC Fitter 50.26

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sprinkler/Steam Fitter \$ 51.24

Temporary Heat & AC Fitter 42.09

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

**OVERTIME PAY**

All overtime which is defined as work after 7 hours a day plus Saturday, Sunday and Holidays are subject to the amounts below\*:

\*Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays for Temporary Heat & AC Fitter on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00:

Sprinkler/Steam Wages \$ 132.22 Benefit \$ 100.50  
Temp Heat/AC Wages \$ 100.52 Benefit \$ 82.20

**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
\$ 26.48	\$ 33.09	\$ 42.99	\$ 52.90	\$ 56.20
Enrolled After 07/01/2017		\$ 39.69	\$ 46.30	\$ 52.90

SUPPLEMENTAL BENEFIT per hour:				
1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.00	\$ 26.06	\$ 33.60	\$ 41.16	\$ 43.68
Enrolled After 07/01/2017		31.08	36.14	41.16

Premium Time Amounts:				
\$ 40.32	\$ 50.38	65.40	80.44	85.46
Enrolled After 07/01/2017		60.38	70.44	80.44

4-638A-StmSpFtr

**Teamster - Asphalt Delivery** **09/01/2021**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

## WAGES

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2021

Asphalt Delivery \$ 41.255

Light Construction Work:

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

TRUCK DRIVER

Asphalt Delivery \$ 35.99

## SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

Asphalt Delivery \$ 50.3125

Light Construction Work

TRUCK DRIVER

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

09/01/2021

JOB DESCRIPTION Teamster - Building

DISTRICT 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2021

Trailers \$ 35.77

Straight Jobs \$ 35.47

## SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

\$ 38.85

## 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**

**09/01/2021**

**JOB DESCRIPTION** Teamster - Delivery of Concrete

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2021

Concrete Delivery

\$ 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

07/01/2021

Concrete Delivery

\$ 36.815

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work

07/01/2021

Concrete Delivery

\$ 45.475

Light Construction Work

07/01/2021

Concrete Delivery

\$ 15.355

**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**

**09/01/2021**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

07/01/2021

Site Excavating  
(Chauffeurs)

\$ 41.255

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  
(Chauffeurs) \$ 35.99

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Heavy Construction Work  
Chauffeurs \$ 50.3125

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**

**09/01/2021**

**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 07/01/2021

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

( 29 )      Juneteenth



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

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

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

Telephone:( )

Fax: ( )

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

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

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

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

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

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

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

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

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building  
☐ 2. Addition to Existing Structure  
☐ 3. Heavy and Highway Construction (New and Repair)  
☐ 4. New Sewer or Waterline  
☐ 5. Other New Construction (Explain)  
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration  
☐ 7. Demolition  
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy  
Highway/Sewer/Water)  
☐ Tunnel  
☐ Residential  
☐ Landscape Maintenance  
☐ Elevator maintenance  
☐ Exterminators, Fumigators  
☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen  
☐ Janitors, Porters, Cleaners,  
Elevator Operators  
☐ Moving furniture and  
equipment  
☐ Trash and refuse removal  
☐ Window cleaners  
☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**



**NYSDOL Bureau of Public Work Debarment List    08/27/2021**

**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	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
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	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
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		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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	*****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
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
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		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS 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	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026

**NYSDOL Bureau of Public Work Debarment List    08/27/2021**

**Article 8**

DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
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		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
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	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN 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		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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 TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022

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DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET 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	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	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 DRMONROE NY 10950	03/20/2019	03/20/2024
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 AVENUEHARRISON 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	01/17/2018	01/17/2023
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		GEOFF CORLETT		415 FLAGGER AVE #302STUART 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	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
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	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
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	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
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	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023



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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 AVENUEOSWEGO 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 LATTI 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 LATTI BROOK PARKHORSEHEADS 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	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART 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	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
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	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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

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DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	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	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
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	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
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	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 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		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	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS 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	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024

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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	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
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		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
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		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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 FLOORMASPETH 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	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		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	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		ROBBYE BISSESEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003

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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		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
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 408MONROE 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	*****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	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
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	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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 TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
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

**NYSDOL Bureau of Public Work Debarment List     08/27/2021**

**Article 8**

DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
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	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIALE 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 DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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	*****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	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 VILLAGE OF GREENPORT, 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 Invitation 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 Village of Greenport, 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, Invitation to Bidders, Instructions to Bidders, General Conditions and Qualifications of Bidders, and he will accept as full payment, therefore, the following sums to wit:

VILLAGE OF GREENPORT

Sewage Treatment Plant Site Improvements

BID DATE: January 27, 2022

**ITEM 1 – Demolition of Sludge Drying Bed Building**

Including in general, all necessary excavation, waste disposal, materials, labor and restoration for demolition of the remnants of the existing building structure located above the existing sludge drying bed. Work includes removal and disposal of the building structure, concrete base and foundation and underdrain piping; and placement of top soil, compost and vegetation on site.

LUMP SUM ..... (\$ )  
DOLLARS

**ITEM 2 – Demolition of Concrete Slabs, Stairs & Sidewalks**

Including in general, all necessary excavation, waste disposal, materials, labor and restoration for demolition of existing concrete slabs, sidewalks and stairs in areas to receive new work. Work includes removal and disposal of the concrete structures and protection of the retaining walls, slopes, buried piping, hydrants and drain fittings to remain; and implementation of Construction site silt and erosion control measures for work near the Sludge Holding Tank.

LUMP SUM ..... (\$ )  
DOLLARS

**ITEM 3 – New Retaining Wall**

Including in general, all necessary excavation, materials, labor and restoration for installation of a new reinforced concrete retaining wall and appurtenances. Work includes excavation of test pits to locate buried piping, soil compaction, forming of footings and walls with construction and expansion joints, furnishing and installing reinforcing steel and concrete with placement, testing and finishing, and installation of soil drains and placement of soils with compaction and testing.

LUMP SUM ..... (\$ )  
DOLLARS

VILLAGE OF GREENPORT

Sewage Treatment Plant Site Improvements

BID DATE: January 27, 2022

**ITEM 4 – New Stairs, Handrails and Fencing**

Including in general, all necessary excavation, materials, labor and restoration for installation of new reinforced concrete stairs, steps, handrails and fencing. Work includes soil compaction, forming of footings and steps with furnishing and installing reinforcing steel and concrete with placement, testing and finishing, and installation of reinforced concrete sidewalks and slabs; and restoration with placement of topsoil and seeding in all areas disturbed during construction.

**LUMP SUM** ..... (\$ )  
DOLLARS

**ITEM 5 – New RCA & Crushed Stone Driveway**

Including in general, all necessary excavation, materials, labor and restoration for installation of a new Recycled Concrete Aggregate (RCA) and crushed stone driveway of 1,175 square yards as shown on the plans and related work. Work includes excavation and stockpiling of top soils, compaction of subsoils, furnishing and installing geogrid and RCA, repair of sidewalk sections surrounding the BNR Tank, implementation of Construction site silt and erosion control measures for work near the BNR tank and restoration and seeding of disturbed areas associated with the driveway.

**LUMP SUM** ..... (\$ )  
DOLLARS

**ITEM 6 – RCA & Crushed Stone Paving (Adjustment)**

Including in general, all necessary excavation, materials, labor and restoration for installation of a new Recycled Concrete Aggregate (RCA) and Crushed Stone driveway in either greater or lesser quantity than 1,175 square yards. Work includes excavation and stockpiling of top soils, compaction of subsoils, furnishing and installing geogrid, RCA and crushed stone for the final placed quantity, as measured by the Engineer, either greater or less than 1,175 square yards.

**PRICE per Square Yard**..... (\$ )  
DOLLARS

**TOTAL (For 10 Additional Sq. YDs)**..... (\$ )  
DOLLARS



PROPOSAL (Continued)

VILLAGE OF GREENPORT

Sewage Treatment Plant Site Improvements

BID DATE: January 27, 2022

**ITEM 7 – New Soil Drainage Wick**

Including in general, all necessary excavation, materials, labor and restoration for installation of a new soil drainage wick of 52 feet total depth as shown on the plans. Work includes setting and advancement of rings through excavation; stockpiling of clay and soils, furnishing and installing rounded stone backfill; construction of top dome and grating; compaction, regrading and paving of the area surrounding the soil wick to accomplish site drainage.

**LUMP SUM** ..... (\$ )  
DOLLARS

**ITEM 8 – Soil Drainage Wick (Adjustment)**

Including in general, all necessary excavation, materials, labor and restoration for installation of a new soil drainage wick as shown on the plans in either greater or lesser quantity than of 52 feet total depth. Work includes provision of rings, excavation and stockpiling of soils, for the final placed quantity, as measured by the Engineer, either greater or less than 52 feet total depth.

**PRICE per Foot**..... (\$ )  
DOLLARS

**TOTAL (For 4 Feet Additional)**..... (\$ )  
DOLLARS

**ITEM 9 – Site Soil Spreading**

Including in general, all necessary equipment, materials, labor and restoration to handle excavated soils from the stockpile area shown on the plans. Work includes establishment of silt control measures, stripping of topsoil in designated areas, placement of clay and subsoils to a maximum thickness of 6 inches; covering with available topsoil and seeding to accomplish final restoration.

**LUMP SUM** ..... (\$ )  
DOLLARS

**TOTAL BASE BID – (SUM OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8 and 9)**

..... (\$ )  
DOLLARS

PROPOSAL (Continued)

VILLAGE OF GREENPORT  
Sewage Treatment Plant Site Improvements  
BID DATE: January 27, 2022

**ALTERNATE TOTAL BID "A" – (SUM OF ITEMS 1, 2, 3 and 4)**

..... (\$ )  
DOLLARS

**ALTERNATE TOTAL BID "B" – (SUM OF ITEMS 1, 2, 3, 4, 7 and 8)**

..... (\$ )  
DOLLARS

THE BOARD OF TRUSTEES OF THE VILLAGE OF GREENPORT RESERVES THE RIGHT TO AWARD THIS CONTRACT BASED ON ANY COMBINATION OF ITEMS. THE BOARD RESERVES THE RIGHT TO AWARD TOTAL BIDS, ALTERNATE TOTAL BIDS OR UNIT PRICED ITEMS.

ALL WORK CALLED FOR UNDER THIS CONTRACT, SHALL BE COMPLETED NO LATER THAN **180 CALENDAR DAYS** AFTER NOTIFICATION TO PROCEED.

FAILURE OF THE CONTRACTOR TO COMPLETE THE PROJECT IN THE ABOVE STIPULATED TIME LIMIT SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.) PER CALENDAR DAY FROM THE REQUIRED COMPLETION DATE TO THE DATE ALL WORK IS ACCEPTED BY THE VILLAGE OF GREENPORT.

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

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

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

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

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

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

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

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

## PROPOSAL (CONT'D)

The Bidder hereby agrees to enter into a Contract within seven (7) days after due notice from the Village Board of the Village of Greenport 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 Information for 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 Information for Bidders, and/or his failure to execute and deliver the bond for the full amount of the Contract price, as provided in said Information for 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 and 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:

**VILLAGE OF GREENPORT  
SEWAGE TREATMENT PLANT SITE IMPROVEMENTS  
2022**

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

\* \* \* \* \*

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ at a meeting of its Board of Directors held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(Seal of the Corporation)

Respectfully submitted,

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

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

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

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

# **QUALIFICATIONS OF BIDDERS**

## **VILLAGE OF GREENPORT**

### **SUFFOLK COUNTY**

### **NEW YORK**

The following is a list showing the name of the owner, location, date of construction, general description of the work and the amount of contract of work of a similar nature constructed by the undersigned, which has been completed and in operation for a period of not less than one year (minimum of five such projects):

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**FIRM NAME:**

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**ADDRESS:**

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**SIGNED BY:**

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**TITLE:**

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CONTRACT IN QUADRUPLICATE FOR CONTRACT \_\_\_\_\_  
SEWAGE TREATMENT PLANT SITE IMPROVEMENTS 2022  
\_\_\_\_\_  
AT GREENPORT, NEW YORK, DATED \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN THE VILLAGE OF GREENPORT,  
TOWN OF SOUTHDOLD, SUFFOLK COUNTY, NEW YORK (herein called the "Village"), and  
\_\_\_\_\_  
\_\_\_\_\_  
(herein  
called the "Contractor") of \_\_\_\_\_  
\_\_\_\_\_, TOWN OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
\_\_\_\_\_ IN THE STATE OF \_\_\_\_\_.

WITNESSETH, that the Village and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

This Contract is hereby awarded to the Contractor for the work and material called for under his bid in the proposal section of the Contract and designated as \_\_\_\_\_  
\_\_\_\_\_; and, if required by the Village Engineer,  
\_\_\_\_\_.

### **CONTRACT DOCUMENTS AND DEFINITIONS**

The Invitation to Bidders, Instructions to Bidders, Form of Proposal, Questionnaire, Form of Contract, Specifications and Plans, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.

Whenever the term, "Contract Documents", is used, it shall mean and include this Contract, the Plans and Specifications, any Addenda, the Invitation to Bidders, Instructions to Bidders and Form of Bid Proposal. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of this Contract shall govern.

### **WORK**

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

## **EXTRA WORK**

The term, "Extra Work", as used herein, refers to and includes all work required by the Village which, in the judgment of the Engineer, involves changes in or additions to work required by the Plans, Specifications and any Addenda in their present forms.

## **SUBCONTRACTOR**

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

## **ENGINEER**

In the performance of the Work, the Village shall be represented by J.R. Holzmacher P.E., LLC, herein called the "Engineer".

## **NOTICE**

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

## **NOTICES AND REQUESTS**

Any noticed of other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been made or given if either delivered to the party at the address set forth below, deposited in the US Mail, by certified mail, return receipt requested, mailed by a recognized and reputable overnight delivery service, to the address set forth below, or delivered by email or by facsimile transmission to the number or address set forth below, and in all cases with a copy by regular mail to the address set forth below:

To the Village: Sylvia Pirillo  
Village Clerk  
Village Hall  
236 Third Street  
Greenport, New York 11944  
spirillo@villageofgreenport.com

copy to:  
Joseph W. Prokop, Esq.  
Greenport Village Attorney  
225 Broadhollow Road  
Suite 301E  
Melville, New York 11747  
Fax 631 234 6205

To the Contractor:

Notices shall be deemed to be received either when delivered to the party, three business days after a mailing by certified mail RRR or the following day by overnight delivery, or on receipt by email or facsimile transmission.

### **DIRECTED, REQUIRED, APPROVED, ACCEPTABLE**

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

### **SCOPE OF WORK**

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

### **COMPENSATION TO BE PAID TO THE CONTRACTOR**

- A. Agreed Prices - It is understood and agreed that the Contractor will accept as payment in full the summation of products of the actual quantities in place upon the completion of the work, as determined by the Engineer's measurements, by the unit prices bid, no allowance being made for anticipated profit or for reason of variations from the estimated quantities set forth in the proposal.
- B. Extra Work - The Village may, at any time, by a written order and without notice to the sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows:
  - 1. By such applicable unit prices, if any, as set forth in the Contract; or
  - 2. If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the Village and the Contractor; or
  - 3. If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor for the materials, permits, wages or applied labor, premium for Workers Compensation Insurance, payroll taxes required by law, rental of plant and equipment used (excluding small tools), to which total cost will be added twenty percent (20%) as full compensation for all other items of profit, costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workers Compensation Insurance, material used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the Performance Bond of the Contractor and the use of small tools.



## **TIME OF ESSENCE**

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

## **COMMENCEMENT OF WORK**

The Contractor agrees that he will commence work within ten consecutive calendar days after notification by the Engineer to proceed, and that the day he commences work shall constitute the first of the consecutive calendar days allowed for completion.

## **TIME FOR COMPLETION**

The time for completion of this Contract shall be as indicated on the Proposal Sheets and the date of such completion shall be the date of the Final Payment Request hereinafter specified.

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

## **LIQUIDATED DAMAGES FOR DELAY**

The time limit being essential to and of the essence of this Contract, the Contractor hereby agrees that the Village shall be, and hereby is, authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this Agreement, the sum shown in the Proposal Sheets, which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages and interest on the money invested that the Village will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time stipulated for its completion provided, however, that the Village shall have the right to extend the time for the completion of the work.

## **EXTENSIONS OF TIME (NO WAIVER)**

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

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

## **CONTRACT SECURITY**

- A. The Contractor shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.
- B. Additional or Substitute Bond - If, at any time, the Village shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if, for any other reason, such bond shall cease to be adequate security to the Village, the Contractor shall, within five (5) days after notice from the Village to do so, substitute an acceptable bond in such form and sum, signed by such other surety as may be satisfactory to the Village. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due, nor shall be made until the new surety shall have been qualified.

## **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 required under this Contract as enumerated herein:

- Compensation Insurance and Disability Insurance
- Public Liability and Property Damage Insurance
- Contractor's Protective Liability and Property Damage Insurance
- Owner's (Village of Greenport) Protective Public Liability and Property Damage Insurance
- Automobile Public Liability and Property Damage Insurance

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

- A. Compensation Insurance and Disability Insurance - The Contractor shall take and maintain, during the life of this Contract, Workers Compensation Insurance and Disability Insurance for all his employees employed at the site of the project, and in case of any of the work being sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance and Disability Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Subcontractors shall obtain and provide Public Liability, Property Damage and other insurance as required, naming the Village of Greenport as additional insured.
- B. Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:
- Public Liability Insurance in an amount not less than Two Million Dollars (2,000,000.) per accident or Five Million (\$5,000,000) aggregate for bodily

injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.

- Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of any one accident, and in an amount of not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of all accidents.
- C. Liability and Property Damage Insurance - The above policies for Public Liability and Property Damage Insurance must be so written as to include Contractor's Protective Liability and Property Damage Insurance to protect the Contractor against claims arising from the operations of any subcontractors and to name the Village of Greenport as additional insured. Subcontractors shall present original policy and certificate to the Village.
- D. Owner's Protective Liability and Property Damage Insurance (Village of Greenport and the Board of Trustees of the Village of Greenport and J.R. Holzmacher P.E., LLC) - The Contractor shall furnish to the Village with respect to the operations he or any of his subcontractors performs, a regular Protective Liability Insurance Policy for, and in behalf of, the Village of Greenport and the Board of Trustees of the Village of Greenport and J.R. Holzmacher P.E., LLC providing for a limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, one person and subject to that limit for each person, a total limit of Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protection Property Damage Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to, or destruction of, property in any one accident and subject to that limit per accident, a total (or aggregate) limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to, or destruction of, property during the policy period.

The insurance must name the Village of Greenport as additional insured and must fully cover the legal liability of the Village of Greenport and the Board of Trustees of the Village of Greenport as Owner, and J.R. Holzmacher P.E., LLC as Engineer. The coverages provided under this policy must not be affected if the Village and/or Engineer performs work in connection with the project either for or in cooperation with the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the Village and/or Engineer directs or supervises the work to be performed by the Contractor. The Contractor must provide its original policy and certificate to the Village.

- E. Automobile Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Contract such Automobile Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:
- Automobile Public Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
  - Automobile Property Damage Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of any one

accident and in an amount of not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of all accidents.

### **PROOF OF COVERAGE OF INSURANCE**

The Contractor and all subcontractors shall furnish the Village with certificates of each insurer insuring the Contractor or any subcontractor under this Contract, except with respect to Owner's Protective Public Liability and Property Damage Insurance. With respect to this coverage, the Contractor shall furnish the Village with the original insurance policy, and no work may proceed prior to acceptance of said policy by the Village.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. Both the certificates and the policy shall be further endorsed to provide the Village with any notice of cancellation at least thirty (30) days prior to the actual date of such cancellation.

### **COMPLIANCE WITH LABOR AND PENAL LAWS**

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract.

The Labor Law, as amended, provides that no laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any day or more than five (5) days in any week, except in an emergency; that the wages to be paid for a legal day's work as hereinbefore defined to laborers, workers or mechanics upon the work called for under this Contract or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done; and each laborer, worker or mechanic employed by the Contractor, subcontractor or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction, maintenance and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Law which required the payment of the prevailing rate of wages and the eight-hour day.

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

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

deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor, and may pay directly to any person the amount or amounts so shown to be due for such wages.

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

Section 220-D of the Labor Law provides that the advertised specifications for every contract for the construction, reconstruction, maintenance and/or repair of highways, to which the State, County, Town and/or Village is a party, shall contain a provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage.

Any person or corporation that willfully pays after entering into such a Contract, less than such stipulated minimum hourly wage scale, shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any Contract on which the Contractor has been convicted of second offense in violation of the provisions of this section.

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

Section 1918 of the Penal Law, as amended, provides that no person shall discharge explosives in the ground, nor shall any person other than a State or County employee regularly engaged in the maintenance and repair thereof excavate in any than existing street, highway or public place, unless notice thereof in writing shall have been given at least seventy-two (72) hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice and further he shall ascertain whether there is within one hundred feet in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred feet of such discharge, any pipe of any person, corporation or municipality conveying combustible gas, and if there by any such pipe, he shall also give such notice to any person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health or property, it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonably possible, and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such a manner as to avoid damage to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor. Contractor and all subcontractors shall provide certified payrolls prior to each payment.

## **QUALIFICATIONS FOR EMPLOYMENT**

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

## **NON-DISCRIMINATION**

There shall be no discrimination because of race, creed or color in the employment of persons for work under this Contract, whether performed by the Contractor or any subcontractor. Neither shall the Contractor or any subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this Contract on account of race, creed or color. There may be deducted from the amount payable to the Contractor by the Village under this Contract a penalty of One Hundred Dollars (\$100) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this paragraph; provided that for a second or any subsequent violation of the terms of this paragraph, this Contract may be cancelled or terminated by the Village and all monies due or to become due hereunder may be forfeited.

## **PAYMENT OF EMPLOYEES**

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

## **ESTIMATES AND PAYMENTS**

- A. Monthly - At the end of each calendar month during the progress of the work, the Contractor shall submit a payment requisition to the Engineer. The Engineer will review the requisition and prepare a payment request based on the estimated amount of work performed and the quantity of materials furnished, based on the prices set forth in the Form of Bid. In consideration of the work done and the materials furnished, the Village will pay or cause to be paid to the Contractor the amount estimated by the Engineer as due him, less five percent (5%). The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Engineer or the Village of any work so estimated and paid for. The five percent (5%) of the amount of the monthly estimate remaining unpaid will be retained by the Village as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages caused the Village by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained.
- B. Final Estimate - One month after the time of completion and acceptance of the work as specified and contracted for, the Engineer will make a final estimate of all work done. Thereafter, the Village will pay the full amount, less any prior payments, less any amounts retained to complete the work according to the provisions of the Specifications, less any money paid by the Village by reason of said Contractor having failed to carry out faithfully and completely all the obligations and requirements contained herein. Upon final settlement, according to the conditions herein specified, and not until such settlement shall have been made, will the Contractor be relieved from the obligations assumed in the Contract.
- C. Measurements for Payments - The Engineer shall make due measurement of the work done during the progress of the work, and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under, and by virtue of, this agreement, and shall be taken as the full measure of compensation to be received by the Contractor. When requested by the Contractor, the Engineer shall measure, re-measure or re-estimate any portion of the work, but the expense of such re-measurement or re-estimate shall be paid for by the Contractor, unless material error be proved.

- D. Contractors and all subcontractors shall provide waivers and releases of lien for Contractor, subcontractor and all material suppliers prior to monthly payment at final payment.

### **LIENS AND RELEASE OF LIENS**

All work, materials or services shall be provided free of all liens. The Contractor and each subcontractor, if any, shall provide a waiver and release of lien from the Contractor and each subcontractor, materialman and supplier with each request for payment and final payment.

### **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

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

### **CONSTRUCTION REPORTS**

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

The Contractor shall furnish the Engineer with periodic estimates for partial payments as required elsewhere in the Contract documents and, in addition thereto, will furnish the Engineer with a detailed estimate for final payment.

Prior to being eligible to receive final payment under this Contract, the Contractor shall furnish the Engineer with substantial proof, in affidavit form or as required by the attorneys for the Village, that all bills for services and labor rendered and materials supplied have been paid.

The enumeration of the above reports in no way relieves the Contractor of his responsibility under existing Federal or State laws of filing such other reports with agencies other than the Village, as may be required by such existing laws or regulations.

### **INSPECTION AND TESTS**

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

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

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

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

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

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

### **PLANS AND SPECIFICATIONS (INTERPRETATIONS)**

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

### **SUBSURFACE CONDITIONS FOUND DIFFERENT**

Should the Contractor encounter subsurface conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed; the Engineer shall thereupon promptly investigate the conditions and, if he finds that they materially differ from those shown on the plans or indicated on the specifications, he shall at once make such changes in the plans and/or specifications as he may find necessary. Any increase or decrease in cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra and/or additional work and changes.

### **CONTRACTOR'S TITLE TO MATERIALS**

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

### **SUPERINTENDENCE BY CONTRACTOR**

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be



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

## **PROTECTION OF WORK, PERSONS AND PROPERTY**

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

The Contractor shall furnish, entirely at his own expense, any and all additional safety measures deemed necessary by the Village or the Engineer to adequately safeguard the traveling public. The Contractor shall give notice to the owners of all utilities which may serve the area and request their assistance in predetermining the location and depth of the various pipes, conduits, manholes and other underground facilities.

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

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

## **REPRESENTATIONS OF CONTRACTOR**

The Contractor represents and warrants:

- A. That he is financially solvent and that he is experienced and competent to perform the type of work involved under this Contract, and is able to furnish the plant, materials, supplies and/or equipment to be furnished for the work;
- B. That he is familiar with all Federal, State and Municipal laws, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work;
- C. That such work required by these Contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and
- D. That he has carefully examined the plans, specifications and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment and other facilities needed for the performance of the work, and any general local conditions which may in any way affect the work or its performance.

## **PATENT RIGHTS**

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

## **SURVEYS**

The Engineer will furnish to the Contractor all layouts, measurements and lines and grades necessary for the execution of the work. When and as requested, the Contractor will furnish the necessary stakes and spikes for layout of such lines and grades and the unskilled labor necessary to place same.

## **AUTHORITY OF THE ENGINEER**

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer, and shall perform all work to the satisfaction of the Engineer, at such times and places, by such methods and in such manner and sequence as the Engineer may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents and any extra work orders, and shall decide all other questions in connection with the work.

Upon request, the Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection shall not imply that only matters similar to those enumerated shall be so governed and so performed, but without exception, all the work shall be so governed and so performed.

## **CHANGES AND ALTERATIONS**

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

## **CORRECTION OF WORK**

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

If, in the opinion of the Engineer, it is not desirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work injured or not performed in accordance with the

Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable.

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

### **WEATHER CONDITIONS**

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

### **VILLAGE'S RIGHT TO WITHHOLD PAYMENTS**

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

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

### **VILLAGE'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If:

- A. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- B. A receiver or liquidator shall be appointed for the Contractor for any of his property, and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- C. The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials; or

- D. The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof), or shall fail to complete the work within said period; or
- E. The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or
- F. The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of this Contract;

Then and in any such event, the Village, without prejudice to any other rights or remedy it may have, may be seven (7) days notice to the Contractor, terminate the employment of the Contractor and his rights to proceed either as to the entire work or (at the option of the Village) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise, as the Village may deem expedient.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Village for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Village may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof. If the Village does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

### **CONTRACTOR'S RIGHT TO STOP WORK TO TERMINATE CONTRACT**

If the work shall be stopped by order of the court or any other public authority for a period of three months, without act or fault of the Contractor or any of his agents, servants, employees or subcontractors, the Contractor may, upon ten (10) days notice to the Village, discontinue his performance of the work and/or terminate the Contract, in which event the liability of the Village to the Contractor shall be determined as provided in the paragraph immediately preceding, except that the Contractor shall not be obligated to pay the Village any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the Contractor hereunder.

### **RESPONSIBILITY OF WORK**

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause, either by act of commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance will be removed and replaced by good and satisfactory work without any charge to the Village, and that such removal and replacement will be performed immediately on the requirement of the Engineer, notwithstanding the fact that it may have been overlooked by the proper inspector and partial payment made thereon.

It is fully understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work, as herein prescribed, and that any omission to disapprove of any work by the Engineer at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

## **USES OF PREMISES AND REMOVAL OF DEBRIS**

The Contractor expressly undertakes at his own expense:

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

## **INDEMNIFICATION, DEFENSE AND HOLD HARMLESS**

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

## **ATTORNEYS' FEES**

In the event that either party brings an action for any relief, declaratory or otherwise, arising out of this Contract on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the Court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

## **GOVERNING LAW AND VENUE**

The parties agree that the governing law of any action arising under this Contract shall be the law of the State of New York and that the venue of any action arising from this Contract shall be the New York State Supreme Court of Suffolk County New York.

## **POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY**

In case of an emergency which threatens loss or injury to property and/or safety of life, the Contractor will be permitted to act as he sees fit without previous instructions from the Engineer. He shall notify the Engineer thereof immediately thereafter, and any compensation claimed by the

Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the Engineer for approval.

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

### **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

### **SUBLETTING, SUCCESSOR AND ASSIGNS**

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

### **WAIVER OF IMMUNITY**

"This Contractor states that he is familiar with Chapter 94 of Sections 103A and 103B of the General Municipal Law of the State of New York, and that any refusal on his part when called before a Grand Jury to testify concerning this transaction or transactions with the Village of Greenport or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract shall thereafter render such firm, partnership or corporation disqualified from receiving awards or entering into any contracts for a period of five (5) years after such refusal.

Any contract so made without the foregoing declaration shall be subject to cancellation or termination."

### **ENTIRE AGREEMENT, INTERPRETATION**

This Contract and the Contract Documents represent the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract whether oral written are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting, review of and entry into this Contract.

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

**VILLAGE OF GREENPORT**

**BY:** \_\_\_\_\_  
**George W, Hubbard, Jr., Mayor**

**(VILLAGE SEAL)**

**CONTRACTOR**

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

**(SEAL)**

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

\* \* \* \* \*

**ACKNOWLEDGMENT OF MAYOR OF THE VILLAGE OF GREENPORT  
EXECUTING CONTRACT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared GEORGE W. HUBBARD, Jr., to me known, who being by me duly sworn, did depose and say that he is the Mayor of the Village of Greenport, 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.

---

**NOTARY PUBLIC**

**ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION**

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

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 resides at \_\_\_\_\_, that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

---

**NOTARY PUBLIC**



**ACKNOWLEDGEMENT OF CONTRACTOR IF A PARTNERSHIP**

**STATE OF NEW YORK)**

**COUNTY OF ) ss:**  
**)**

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

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

**ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL**

**STATE OF NEW YORK)**

**COUNTY OF ) ss:**  
**)**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_, \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

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

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# GENERAL CONDITIONS

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## 1. DEFINITIONS

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

The word "Engineer" refers to J.R. Holzmacher P.E., LLC, the Consulting Engineer for the Village.

## 2. GENERAL

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

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

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

## **GENERAL CONDITIONS**

### **3. CONTRACT DOCUMENTS**

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

Each section of the Contract Documents is intended to be complementary to the other sections.

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

### **4. APPROVAL OF SUBCONTRACTORS AND MATERIALS**

Prior to commencing any work under this Contract, the Contractor shall submit to the Engineer for approval a list of all the subcontractors and material suppliers it proposes to use for this Contract.

No subcontractor or material supplier will be permitted to deliver materials or perform any work on this Contract until it has been approved in writing by the Engineer.

### **5. INTERPRETATION OF DRAWINGS, ETC.**

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

- A. Addenda (later dates to take precedence over earlier dates);
- B. Drawings (schedules or notes to take precedence over other data shown on Drawings)
- C. General Conditions

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

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

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

## **GENERAL CONDITIONS**

### **6. ADDITIONAL WORK**

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

### **7. OCCUPATIONAL SAFETY AND HEALTH ACT**

The Contractor shall meet all standards of the Occupational Safety and Health Act of 1970, and subsequent revisions. This shall include, but not be limited to, the following areas:

- Sanitation, noise, radiation, gases, vapors, fumes, mists, dust, illumination, ventilation, protective equipment, fire protection, waste disposal, electrical hazards, scaffolds and ladders, floor holes and wall openings, and heavy equipment.
- All specific requirements of the Act shall be adhered to.

### **8. SAFETY PROVISIONS**

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

### **9. SANITARY REGULATIONS**

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

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

The building of shanties or other structures for housing the workers, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must, at all times, be maintained in a satisfactory manner.

### **10. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION**

The Engineer is responsible solely for the general and/or detailed inspection of the work being performed. Such inspection will be periodic and strictly to assure conformance of the Contractor with the Plans and Specifications, such that the end product will conform to the Plans and Specifications.

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

## **GENERAL CONDITIONS**

### **11. LABOR**

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto, and to all other laws, ordinances and legal requirements applicable thereto.

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

### **12. CONTRACTOR'S REPRESENTATIVE**

The Contractor, in case of its absence from the work, shall have a competent representative or foreman present, who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work in conformity with this Contract, and shall have full authority to supply labor and material immediately. The Contractor shall also have a competent representative available to receive telephone messages and provide a reasonable reply as soon as possible, but not later than 24 hours.

### **13. SCHEDULE OF VALUES**

Before the first partial payment under this Contract becomes due, the Contractor shall prepare a Schedule of Values, which totals the amount of the Contract, and submit it to the Engineer for approval. The Contractor shall make such revisions as may be required to make this Schedule conform to the true value of work as jointly agreed upon by the Engineer and the Contractor.

### **14. INCOMPETENT EMPLOYEES**

The Contractor shall employ only competent, skilled and faithful workers to do the work. Upon request of the Engineer in writing, the Contractor shall suspend or discharge from the work any disobedient, disorderly or incompetent person or persons employed thereon, and will not again employ any person so suspended or discharged without the consent of the Engineer.

This requirement shall not be made on the basis of any claim for compensation or damages against the Village or any of its officers or agents.

### **15. CLAIMS OR PROTESTS**

If the Contractor considers any work required of it to be outside the requirements of the Contract or considers any record or ruling of the Engineers or Inspectors as unfair, it shall ask for written instructions or decisions immediately, and then file a written protest with the Village against the same within five (5) days thereafter, or be considered as having accepted the record or ruling.

### **16. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES**

The Contractor shall cooperate in every way with the utility companies.

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

All conduits, water mains and gas mains encountered in the construction shall be properly and safely taken care of by the Contractor, who shall, upon encountering same, notify the public corporation to

## **GENERAL CONDITIONS**

whom they belong in order that they may be changed in such a manner as not to interfere with the final construction.

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

### **17. INFRINGEMENT OF PATENTS**

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

### **18. DAMAGES**

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

### **19. GUARANTEE/WARRANTY**

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

### **20. STANDARDIZATION**

The Specifications indicate specific manufacturers and/or catalog numbers, etc., for the purpose of standardization within the Village in order to minimize stockpiling of replacement parts.

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# **TECHNICAL SPECIFICATIONS**

## **SECTION 01011 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. The contractor is required to furnish all labor, equipment, materials and incidentals necessary to complete all work at the Village of Greenport Sewage Treatment Plant on Moore's Lane as required by the Contract Drawings and as indicated in the Specifications. The project shall include, but not necessarily be limited to, the following:

1. Sludge Drying Bed Building Demolition

- a. Removal and disposal of the remnants of the existing building structure located above the sludge drying beds.
- b. Removal and disposal of the existing sludge drying beds. The Village will provide a stock pile area for the placement of any residual soils, vegetation or sludge which must be displaced to accomplish the work. Transport and disposal of buried pipes, concrete and debris off-site will be at the Contractors cost.

2. Concrete Stair & Slab Demolition

- a. Removal and disposal of cracked concrete slab on the slope in the area north of the Sludge Holding Tank.
- b. Protect the existing buried piping beneath the slab to be removed. Settlement of the slab has occurred and it is possible that sections of concrete are bearing directly on one or more buried pipes.
- c. Removal and disposal of sidewalk sections adjoining the north side of the Sludge Holding Tank.
- d. Removal and disposal of existing concrete stairs and steps to be replaced.
- e. Stockpile top soil and subsoils in locations as directed by Owner.

3. New Retaining Wall Construction

- a. Excavate soils in the area north of the Sludge Holding Tank to receive the new retaining wall. Protect the existing retaining wall, drains and buried piping.
- b. Dig test pits to verify the location, depth, orientation and bedding condition of the existing Force Main. Hand dig as required. Coordinate with Owner for scheduled, brief, shutdowns of the force main pumps during excavation.
- c. Stockpile excess soil where directed by Village.
- d. Construct new reinforced concrete retaining wall. Furnish and install formwork, sleeves, reinforcing steel, concrete, dowels, expansion material, crushed stone, clean fill, compaction, compaction and materials testing, etc., as required.

## SECTION 01011 - SUMMARY OF WORK

- e. Backfill and compact soils behind new retaining wall while ensuring proper functioning of new soil drainage system.

### 4. New Concrete Stairs and Handrails

- a. Excavate soils in the areas to receive new reinforced concrete stairs and steps as part of the new retaining wall structure.
- b. Construct new reinforced concrete stairs and steps. Furnish and install formwork, sleeves, reinforcing steel, concrete, dowels, expansion material, crushed stone, clean fill, compaction, compaction and materials testing, etc., as required.
- c. Backfill and compact soils behind and adjacent to new stairs and steps.
- d. Furnish and install new concrete sidewalks and slabs on slopes.
- e. Furnish and install new fencing and modifications to existing fences.
- f. Furnish and install new handrails on new stairs.
- g. Furnish and install top soil and grass seed in areas disturbed by construction which are to remain unpaved.

### 5. Site Work

- a. General: Implement and maintain Stormwater Pollution Prevention Control measures including Construction Site Silt Control Best Management Practices (BMPs) in accordance with New York State Department of Environmental Conservation (NYSDEC) recommendations.
- b. Form new RCA & Crushed Stone driveway from the existing driveway and looping around the BNR tank on the south side of the plant.
- c. Strip topsoil and stockpile where directed by the Owner.
- d. Compact subgrade, furnish and install Geogrid, recycled concrete aggregate (RCA), and crushed stone.
- e. Construct repairs to the concrete sidewalks surrounding the BNR tank by grinding down high edges of settled slab sections.
- f. Furnish and install top soil and grass seed in areas disturbed by construction which are to remain unpaved.

### 6. Soil Wick

- a. Construct soil wick on former site of sludge drying bed with precast concrete rings and cutting ring. Furnish and install top dome and inlet and pitch finished grade to inlet for site drainage.
- b. Provide excavator and /or crane as necessary to remove stiff clay in order to advance rings to indicated depth. Furnish and utilize temporary containers or dump trucks to move wet excavated materials to stock pile area. Clean all areas subject to mud and water on a daily basis and at the completion of the work.

## **SECTION 01011 - SUMMARY OF WORK**

- c. Strip top soil in stockpile areas and place wet cuttings and control runoff water while soils drain. Provide silt control as necessary.
  - d. Spread soil cuttings across stockpile area once dry enough to work.
  - e. Spread stockpiled topsoil on top of reworked cuttings and seed.
  - f. Finish soil wick with asphalt and topsoil and seed as indicated.
7. Coordination and Work By Owner
- g. Coordinate and plan work tasks in conjunction with Owner in order to minimize disruption to Owner's activities and to ensure Owner's ability to maintain the Sewage Treatment Plant in operation without interruption.

END OF SECTION 01011

## **SECTION 01040 - COORDINATION**

### **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.

END OF SECTION 01040

## **SECTION 01040 - COORDINATION**

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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.
  - 5. New York State Uniform Fire Prevention and Building Code.
  - 6. National Fire Protection Association - NFPA.
  - 7. Requirements of the Incorporated Village of Greenport.
- 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.

#### **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 9 AM to 4:30 PM on weekdays.

END OF SECTION 01060

## **SECTION 01060 - REGULATORY REQUIREMENTS**

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## **SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND PATCHING**

### **PART 1-GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Requirements and limitations for removal, selective demolition, and the cutting and patching of work.

#### **1.02 RELATED SECTIONS**

- A. Section 01100 - Summary of Work.
- B. Section 01300 - Submittals.
- C. Individual Product Specification Sections:
  - 1. Cutting and patching incidental to work of the section.
  - 2. Advance notification to other sections of openings required in work of those sections.

#### **1.03 QUALITY ASSURANCE**

- A. Requirements for Structural Work: Do not cut structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.
- B. Preparation: Before cutting and removing any existing work the Contractor shall coordinate the extent of work with all other trades. Work to avoid interface and over cutting of the work.
- C. Operational and Safety Limitations: Do not cut, remove or patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

#### **1.04 DESCRIPTION OF REQUIREMENTS**

- A. Definition: Removal and selective demolition includes the demolition and removal of portions of the existing work. "Cutting and patching" includes cutting into existing construction to provide for portions of existing work to remain.
- B. Description of Work Included: Perform cutting, patching and removal required by the Contract Documents. Provide types of material, workmanship, and finished appearance to match existing construction as precisely as possible, unless otherwise indicated.
  - 1. Cutting, patching and removal shall be performed by skilled mechanics in the

## **SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND PATCHING**

specific trades involved and such work shall be executed in the best workmanlike manner.

2. Protect existing construction, finishes and equipment that are to remain from water damage, weakening, or other disturbance. Any such work that becomes disturbed in anyway shall be restored to the satisfaction of the Owner and Owner's Representative at no additional cost to the Owner.
  3. While performing cutting and removal of existing construction, do not cut or remove more than is necessary to accommodate the alteration.
  4. The integrity of all construction shall be maintained at all times.
  5. Finished surfaces shall be protected and where they are damaged, whether or not as a result of the operations performed or provided as work of this section, shall be repaired or replaced to match existing construction, to the satisfaction of the Owner's Representative at no additional cost to the Owner.
  6. Temporary relocation of pipes, conduits and other mechanical and electrical work shall be performed by respective trades.
- C. General Conduct of Work: Employ working methods, schedules, and procedures, subject to Owner's approval, and to the conditions imposed thereunder, to conduct the entire work included in this section in the most expeditious manner possible. Every necessary precaution shall be taken to prevent damage or injury and to have the utmost regard for the safety of persons and their property. Make all reasonable efforts to reduce inconvenience to the Owner to a minimum.
1. Adopt a program for the performance of the work and provide adequate plant and facilities, to promote the orderly and expeditious progress of work, to insure its proper completion, and to avoid delaying work included in other sections and, which must follow, or coordinate or coincide with, the work included in this section.
  2. Assume sole responsibility for performance of the work in a manner which will not create objectionable noise, loss of utility services, or any other unnecessary inconvenience or nuisance to the Owner.
  3. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

### **1.05 SUBMITTALS**

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for removal and selective demolition work to Owner's Representative and Owner for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of any utility services as required, together with details for dust and

## **SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND PATCHING**

noise control protection.

1. Describe anticipated results of the work in terms of changes to existing work, including structural, operational, and visual changes as well as other significant elements.
2. Give dates when work is expected to be performed.
3. List utilities that will be disturbed or otherwise affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.
4. Where removal, cutting and patching of structural work requires additional reinforcement, notify the Owner's Representative for instructions before proceeding with the work.
5. List products to be used and installers or firms that will perform work.
6. Review by the Owner's Representative of submissions, etc., pertaining to the work specified herein does not waive the Owner's Representative's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.
7. Such review, by the Owner's Representative shall not be considered as signifying relief of responsibility for the results obtained, or waive and requirements of the contract documents pertaining to liability for damages imposed by law and assumed under the contract documents.

### **1.06 MAINTENANCE, SUPPORT, AND PROTECTION**

- A. Support, maintain and protect, both temporarily and permanently, the structural integrity of existing structures to remain.
- B. Protection: Provide adequate and effective, suitable means of protecting employees or other persons from operations included in this section. Provide adequate and effective temporary supports, and bracing, etc., to prevent movement of work in place that might be affected by selective demolition.
- C. Temporary Support: Arrange temporary supports as necessary to maintain existing structures.
- D. Temporary Power: If necessary, provide and maintain suitable temporary electrical power as required.

### **1.07 ENVIRONMENTAL CONTROLS:**

- A. Use suitable methods to limit dust and dirt rising and scattering to areas outside the construction area.
- B. Do not use water when it may create hazardous or objectionable conditions.

## **SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND PATCHING**

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. General: Except as otherwise indicated, or as directed by the Owner's Representative, use materials for patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for patching that will result in equal-or-better performance characteristics. All materials shall be new.
- B. Properties: Materials shall be durable, fire safe, non-static, bacteriostatic, chemical, mildew, moisture, fungus and alkali resistant, and shall be asbestos free and suitable for use, patching, and maintenance.
- C. Concrete or Masonry Patching Materials: "Thorite" fast setting high strength patching material by Thoro Systems or any approved equal.
- D. Concrete Floor Patching Material: "Thoropatch", a two-component cement base acrylic polymer patching compound by Thoro Systems or an approved equal.
- E. Patching Plaster: "Redtop" by US Gypsum Co., or an approved equal.
- F. Accessories: Provide metal accessories such as corner beads, casing beads, self-furring lath, etc., as required for each situation. Products as manufactured by US Gypsum Co. or an approved equal.
- G. Miscellaneous: Provide bonding agent as recommended by manufacturer as necessary to bond patching material to substrates.

#### **2.02 SALVAGE MATERIALS AND EQUIPMENT**

- A. Existing materials and equipment that are to be removed and replaced unless directed otherwise, will become the property of the respective Contractor and shall be removed from the construction site. Do not remove any Owner's property, materials, equipment, etc. from the site of the work without permission.
- B. Salvaged materials and equipment shall not be reused unless specifically called for on the contract drawings or specified herein.

### **PART 3 – EXECUTION**

#### **3.01 INSPECTION**

- A. Before cutting, examine the work to be removed, cut and patch the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions

## **SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND PATCHING**

are encountered, take corrective action before proceeding with the work.

- B. Coordination to Avoid Conflicts: Before the start of cutting work, meet at the work site with all parties involved in cutting, patching, and removal. Review areas of potential interference and conflict between the various contractors. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.
- C. Record discussions including agreement or disagreement on matters of significance and furnish copy to each participant.
- D. If meeting ends with substantial disagreement, determine how disagreements will be resolved and set date for reconvened meeting.

### **3.02 PREPARATION**

- A. Temporary Support: To prevent failure provide temporary support of work to be cut and/or removed.
- B. Protection: Protect other work during removal, cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during removal, cutting and patching operations.
  - 1. Avoid interference with use of adjoining areas. Avoid interruption of free passage to adjoining areas.
  - 2. Take precautions not to remove, cut, or damage existing pipe, conduit, or duct serving the building.
  - 3. Locate, identify, stub off and disconnect utility services that are not indicated to remain. Take precautions necessary to prevent workmen from accidentally cutting "live" wire. Provide by-pass connections as necessary to maintain continuity of service. Provide minimum of 72 hours advance notice to Owner if shut-down of service is necessary during change-over.

### **3.03 PERFORMANCE**

- A. General: Except as otherwise indicated or as approved by the Owner's Representative or Owner, proceed with removal, cutting and patching work without delay.
  - 1. Work shall be coordinated, executed, and completed in the order of precedence established by an approved schedule of work.
  - 2. At the end of each work day exterior openings shall be secured and the building kept weathertight
  - 3. Existing facilities within the area of operations shall be protected. Any disturbance or damage to the work, the existing structure, or any impairment of facilities resulting directly or indirectly from the work thereunder, shall be promptly restored, repaired or replaced to the satisfaction of the Owner's

## **SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND PATCHING**

Representative at no additional cost to the Owner.

4. Provide temporary barricades and protection where required to prevent damage to existing systems, facilities or new work, or injury to personnel.
- B. Dust Control: The amount of dust resulting from demolition and/or removals shall be limited to prevent the spread of dust to occupied portions of the existing space, to protect owner employees, clients, workers, and other persons, and to avoid creation of a nuisance in the surrounding area. Use of water shall be carefully controlled in order to prevent hazardous or objectionable conditions. To protect enclosed areas, provide dust-proof 4 mil minimum, polyethylene sheet material.
- C. Removal and Cutting: Remove and/or cut the work using methods that are least likely to damage work to be retained or adjoining work.
  1. In general, where removal and/or cutting is required, use hand or small power tools designed for sawing or grinding, not hammering or chopping. Cut through concrete and masonry using a cutting machine such as Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaced, cut or drill from the exposed or finished side in to concealed surfaces. Core drilling in floors shall be from the bottom up. Temporarily cover openings when not in use.
  2. By-pass utility services such as pipe and conduit, before removal, and/or cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.
  3. Masonry and concrete materials, of whatever nature, shall be broken up into small sections. Equipment which involves the use of a ball, weight, or punch shall not be used.
  4. Removals shall result in flush surfaces without projections or depressions of any type in remaining structure. Depressions or holes shall be patched as specified.
  5. The work shall be performed by competent workmen, experienced in this kind of work and shall be carried through the completion with due regard to safety and with as little nuisance as possible.
- D. Refuse and debris the contractors salvaged material shall not be permitted to accumulate at the site and shall be removed away from Owner's property daily. Areas adjacent to and leading to and from the site shall be kept free of dirt and debris.
- E. Items designated to be salvaged for Owner shall be carefully removed, salvaged and protected so as not to cause damage thereto and delivered where requested by Owner.
- F. Before any construction with utilities and equipment therein or appurtenant thereto is removed, the utilities and equipment shall be disconnected and removed in a neat and

## **SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND PATCHING**

workmanlike manner.

- G. Salvaged material or equipment, damaged or destroyed during execution of the work due to negligence in performance of required work shall be repaired or replaced by full replacement or by other means acceptable to the Owner's Representative in all respects.

### **3.04 PATCHING**

- A. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
  - 2. Restore exposed finishes of patched areas and where necessary extend finished restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
- B. Cut, patch, point-up and repair related and adjoining construction as necessary to accommodate other work and to restore cracks, dents and imperfections.
- C. Surface to be patched shall be structurally sound. Loose concrete or masonry shall be removed by chipping or wire brushing. Larger unsound areas shall be removed with an air or electric hammer. Blow clean with air or clean with water before patching.

### **3.05 CLEAN-UP AND REPAIR**

- A. Thoroughly clean areas and spaces where work was performed or used as access to work. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied.
- B. Repair demolition or cutting performed in excess of that required. Return surfaces to remain, to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
- C. Touch up all areas of patch work especially that which will be exposed in the finish work so there will be no visible demarcation of new and old.
- D. Replace work, which cannot be successfully repaired to a substantially good-as-new condition in every respect. Repairs shall be completely satisfactory to the Owner's Representative, and Owner. Work relating to repair or replacement, etc., shall be provided as required without additional cost to the Owner, and without delaying completion of work.
- E. Clean-up: Upon completion of the work all refuse, debris, unused materials,

**SECTION 01145 – REMOVAL, SELECTIVE DEMOLITION, CUTTING AND  
PATCHING**

containers, tools, etc., shall be removed from the site. Leave areas of installation, and adjacent areas, in a neat, broom clean, proper and acceptable condition.

END OF SECTION 01145



## **SECTION 01200 - PROJECT MEETINGS**

### **PART I-GENERAL**

#### **1.01 SECTION INCLUDES**

- A. This section specifies administrative and procedural requirements for project meetings and includes but is not limited to the following:
  - 1. Pre-Construction Meeting.
  - 2. Progress Meetings.

#### **1.02 RELATED SECTIONS**

- A. Section 01100- Summary of Work.
- B. Item 01145 -Removal, Selective Demolition, Cutting and Patching.

#### **1.03 PRECONSTRUCTION MEETING**

- A. The Owner shall schedule a pre-construction conference and organizational meeting at the Project site prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Owner's Representative, the Prime Contractor and their superintendent, major subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Tentative construction schedule and Phasing of Work; critical work sequencing; designation of responsible personnel; procedures for processing field decisions and Change Orders; procedures for processing Applications for Payment; preparation of record documents; use of the premises, equipment deliveries and priorities; security; housekeeping; and working hours.
- D. The Owner's Representative shall record minutes and distribute copies within two (2) days after meeting to participants, and those affected by decisions made.

#### **1.04 PROGRESS MEETINGS**

- A. The Owner's Representative shall conduct weekly progress meetings at the Project site during construction activity.
- B. Attendees: In addition to representatives of the Owner and Owner's Representative, each prime contractor and major subcontractor, concerned with current progress or involved in planning, coordination or performance of future

## **SECTION 01200 - PROJECT MEETINGS**

activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- D. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- E. Review the present and future needs of each entity present, including such items as: Interface requirements; Time; Sequences; Deliveries; Site utilization; Temporary facilities and services; Hours of Work; Housekeeping; Quality and Work standards; Change Orders; Documentation of information for payment requests.
- F. Record minutes and distribute copies within two (2) days to participants and those affected by decisions made.
- G. Schedule Updating: The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

END OF SECTION 01200

## **SECTION 01230 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. This Section includes administrative and procedural requirements for alternates.

#### **1.03 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### **1.04 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: Included in Bid Form.

## **SECTION 01230 - ALTERNATES**

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

END OF SECTION 01230

## **SECTION 01300 - SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION OF WORK.**

- A. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.

#### **1.02 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with Owner's Representative accepted form.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, 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, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to the Owner's Representative. Coordinate submission of related items.
- E. For each required submittal for review, allow five (5) business days, excluding delivery time to and from the Contractor, for the Owner's Representative review.
- F. Identify variations from Contract Documents and Product or system limitations.
- G. Provide space for Owner's Representative and Contractor's review stamp.
- H. Revise and resubmit as required. Identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- J. Submittals not requested will not be recognized or processed.

#### **1.03 CONSTRUCTION PROGRESS SCHEDULES**

- A. Submit initial schedule in duplicate within five (5) days after date stated in Notice to Proceed.
- B. Revise and resubmit as required.

## **SECTION 01300 - SUBMITTALS**

- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated horizontal bar chart with separate line for each section of work identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

### **1.04 PROPOSED PRODUCTS LIST**

- A. Within five (5) days after Notice to Proceed, submit 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 SHOP DRAWINGS**

- A. Number shop drawing submittals consecutively and show:
  - 1. All working and erection dimensions (all measurements to be verified at the facility).
  - 2. Arrangement and sectional views.
  - 3. Necessary details including information for making connections to other work.
  - 4. Kinds of materials and finishes.
  - 5. Reference to Contract Drawings and Specifications. Quote drawing number(s) and exact specification section and paragraph.
  - 6. Clearly indicate all deviations from Contract Documents.
- B. Shop Drawings shall be dated and shall contain:
  - 1. Name and Contact Number of Project.
  - 2. Description of required equipment, materials and classified item numbers.
  - 3. Locations at which materials or equipment are to be installed in the work.
- C. Submit shop drawings with a letter of transmittal containing the name of the Project,

## SECTION 01300 - SUBMITTALS

Contractor's name, number of drawings, titles and other pertinent data.

### D. Procedure for Submitting Shop Drawings:

1. Product Data: Submit five (5) copies (minimum) of standard manufactured items in the form of manufacturer's catalog sheets, showing illustrated cuts of the item to be furnished, scale details, sizes, dimensions, performance characteristics required, operating clearances, capacities, and all other pertinent information. Include manufacturer's Material Data Safety Sheets. Two (2) copies of submissions that have been reviewed will be returned to the Contractor.
  - a. Shop Drawings (including Product Data): Submit five (5) black and white prints for each drawing. On each drawing, provide clear space approximately 4"x10" on the right-hand side for stamps: "Date Received", "No Exception Taken", etc.
  - b. Shop Drawing Stamp will indicate:
    - 1) "No Exceptions Taken"
    - 2) "Make Corrections Noted"
    - 3) "Amend and Resubmit"
    - 4) "Rejected - See Remarks"
  - c. Shop drawings must be resubmitted until stamped "No Exceptions Taken" or "Make Correction Noted." The submittal will be reviewed only for general conformance with the design concept and for general compliance with the Contract Documents. The review does not relieve the Contractor from any responsibility for all of the requirements of the Contract Documents, including, but not limited to: job conditions, clearances, physical dimensions, coordination and construction techniques and processes; nor permit any deviation from drawings and specifications-any such deviation requires a specific written order.
2. All drawings for shop fabricated equipment shall be submitted in the form of one (1) good quality sepia and three (3) good, sharp, direct contract prints of the Seller's original drawing. Original Drawings shall be produced in AUTOCAD 2015 format, as a minimum, or shall be converted to AUTOCAD 2015 format, at no additional cost to the Owner. Electronic data, where applicable, shall be submitted on compact diskette (CD)-RW, formatted for WINDOWS OS compatible systems.
3. Subcontractor's drawings shall be checked and stamped by the Prime Contractor before submission to the Owner's Representative.
4. After completion of checking, the Owner's Representative will return the prints to the Contractor.
5. For drawings returned "Amend and Resubmit" or "Rejected- See Remarks",

## **SECTION 01300 - SUBMITTALS**

- correct the original drawings, submit corrected reprints, and resubmit until final "No Exceptions Taken" or "Make Corrections Noted" is obtained.
6. If shop drawing item is rejected, the Owner will receive a copy of the transmittal returning shop drawings to Contractor. If shop drawing is marked "No Exceptions Taken" or "Make Corrections Noted," the Owner will receive correspondent shop drawings (two (2) copies minimum) from the Owner's Representative office.
  7. For drawings returned "No Exception Taken" and "Make Corrections Noted" the Contractor shall obtain and issue sufficient prints to communicate to all parties involved in the work.
  8. Do not work as called for by shop drawings until the Owner's Representative review has been completed. The Contractor may proceed with fabrication if shop drawing is stamped "No Exceptions Taken" or "Make Corrections Noted".
- E. If shop drawings show variations from Contract requirements because of standard shop practice, or other reasons, Contractor shall make specific mention of such variation in his letter of transmittal.
- F. Approval of shop drawings is general. It does not relieve the Contractor of the responsibility for accuracy of such drawings, nor for the furnishing of materials or work required by the Contract and not shown on the shop drawings.
- G. If the Contractor should alter any information on previously submitted shop drawings besides the notation called for by the Owner's Representative, he must circle this new information to bring it to the attention of the Owner's Representative.
- H. In submitting shop drawings for review, submit all associated drawings relating to a complete assembly at one time so that each may be checked in relation to the entire proposed assembly.
- I. Have copies of all "No Exceptions Taken" and "Make Corrections Noted" shop drawings on the job at all times and make them available to the Owner's Representative.
- J. Refer to the relevant specifications sections where shop drawings, product data and samples are required to be submitted.

### **1.06 MANUFACTURER INSTALLATION INSTRUCTIONS**

- A. When specified in individual specification sections submit printed instructions for delivery storage, assembly, installation, start-up, adjusting, and finishing, to the Owner's Representative in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.



## **SECTION 01300 - SUBMITTALS**

### **1.07 MANUFACTURER CERTIFICATES**

- A. When specified in individual specification sections, submit two (2) copies of certification by manufacturer to the Owner's Representative.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Owner's Representative.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 – EXECUTION**

Not Used

END OF SECTION 01300

## **SECTION 01300 - SUBMITTALS**

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## **SECTION 01320 - CONTRACTOR COST FOR ENGINEERING SERVICES**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A. In the event that the Owner's Representative is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Owner's Representative is required to examine and evaluate any changes proposed by the Contractor, solely for the convenience of the Contractor, then the Owner's Representative charges in connection with such additional services shall be charged to the Contractor by the Owner.

#### **1.02 COSTS SHOP DRAWINGS**

- A. Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within two (2) submissions. All costs to the Owner's Representative involved with subsequent submissions of Shop Drawings, Samples of other items requiring approval, will be back charged to the Contractor, at the rate of \$500 per Shop Drawing submittal or the actual cost based upon the number of hours to review the submittal times the Owner's Representative normal billing rate whichever is greater. These costs shall be deducted from payments due for Work completed by the Contractor. In the event an approved item is requested by the Contractor to be changed or substituted for, all involved costs in the reviewing and approval process will likewise be back charged to the Contractor unless judged by the Owner's Representative that the need for such deviation from previously approved data is beyond the control of the Contractor.

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 - EXECUTION**

Not used.

END OF SECTION 01320

**SECTION 01320 - CONTRACTOR COST FOR ENGINEERING SERVICES**

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## **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 two (2) opaque reproductions.

### **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.

### **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. Amend 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.
  - 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.

## **SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, SAMPLES**

### **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, 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.

END OF SECTION 01340

**SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, SAMPLES**

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## **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 Table of Contents 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 Table of Contents.
- 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.
  - 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.

END OF SECTION 01370

## **SECTION 01370 - CONTRACT COST BREAKDOWN**

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## **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.
- 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.

## **SECTION 01400 - QUALITY CONTROL**

### **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 his 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**

- 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.

## **SECTION 01400 - QUALITY CONTROL**

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.

### **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 01400 - QUALITY CONTROL**

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

## **SECTION 01500 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

### **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 01600 - MATERIALS AND EQUIPMENT**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Minimum requirements and provisions relating to materials and equipment.

#### **1.02 RELATED SECTIONS**

- A. Section 01300 - Submittals.
- B. Section 01630 - Substitutions and Product Options.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

#### **3.01 STORAGE AND PROTECTION**

- A. Protect materials as required to prevent damage from moisture, rain, dirt, cold, sunlight, and other harmful influences.
- B. Do not deliver materials to job until they can be properly protected.
- C. In general, minimum protection for all materials shall include storage above ground, under waterproof cover.
- D. Protect completed work.
- E. Replace work which becomes unfit for use, damaged or unsightly during construction.

#### **3.02 GENERAL WORKMANSHIP STANDARDS**

- A. These minimum provisions, standards, and tolerances shall apply to all work under this Contract. More stringent standards and tolerances shall take precedence, where specified.
- B. Provide adequate blocking, bracing, nailers, and fastenings, where required, subject to approval of the Owner's Representative. Install items securely.
- C. Build and install items level, plumb, square, and in correct position.
  - 1. No item shall be out of plumb, level, square or correct position so much as to

## **SECTION 01600 - MATERIALS AND EQUIPMENT**

impair its function or that of the Project.

- D. All fasteners used by all trades on the exterior, and were exposed to potential dampness, shall be corrosion resistant.
  - 1. Exposed fasteners used for hardware-finished metals shall match adjacent metals in finish.
  - 2. Fasteners used for exterior surfacing and trim, whether set and puttied or not, shall be stainless steel, aluminum or galvanized, unless otherwise noted on the Contract Drawings.
- E. Verify critical dimensions in field, and fabricate accordingly, items which must fit adjoining construction.

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.

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 - EXECUTION**

Not used.

END OF SECTION 01610

**SECTION 01610 - TRANSPORTATION AND HANDLING**

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## **SECTION 01620 - STORAGE AND PROTECTION**

### **PART 1 - PRODUCTS**

#### **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.
- 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.

## **SECTION 01620 - STORAGE AND PROTECTION**

- E. The Contractor shall make good all damages, which may occur to the work prior to the date of final acceptance by the Corporation.
- F. Protect finished surfaces, including jambs, wall corners and soffits of openings used as passageways, through which equipment and materials are handled.
- G. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces.
- H. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- I. In the event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost.
- J. 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 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. The following requirements are in addition to those of the General Conditions, which apply to product options and substitutions of materials and equipment.

#### **1.02 RELATED SECTIONS**

- A. Section 01300 - Submittals.
- B. General Conditions.

### **PART 2 – PRODUCTS**

Not Used.

### **PART 3 – EXECUTION**

#### **3.01 PRODUCT OPTIONS**

- A. Products are generally specified by reference standard, and/or manufacturer's name and model number.
  - 1. When specified only by reference standard, any product meeting this standard, by any manufacturer, may be used.
  - 2. When several products or manufacturers are specified as being equally acceptable, any product or manufacturer combination listed may be used.
  - 3. For products specified by naming one (1) or more products, but indicating the option of selecting equivalent products, submit a request, as required for substitution, for any product not specifically named

#### **3.02 SUBSTITUTIONS**

- A. Submit requests for substitutions in duplicate, to the Owner's Representative for approval prior to the award of Contract. Only written requests will be considered.
- B. Enclose the following information with all requests for substitutions:
  - 1. Data on the proposed substitution substantiating compliance with the Contract Documents. Include product identification and description, performance and test data, references and samples where applicable, and other information required by the Owner's Representative.

## **SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS**

C. In making request for substitution, the Contractor represents that:

1. He has personally investigated the proposed substitute and determined that it is equal in all respects to the product specified.
2. The same guarantees will be provided for the substitution as would have been provided for the product specified.
3. The Contractor waives all claims for additional costs related to the substitution, which subsequently become apparent.
4. 4. The Contractor will coordinate installation of the accepted substitute, making whatever changes may be required for the work to be completed in all respects.
5. In case of a difference in price, the Owner shall receive all benefit of the difference in cost involved, in any substitution, and the Contract altered by a Change Order to credit the Owner with any savings so obligated.
6. Contractor shall be responsible for Engineer's costs associated with review of substitute submittals.

D. Substitutions will not be considered if indicated or implied on shop drawing submissions without written request required above. Substitutions will not be considered if they require substantial revision of the Contract Documents to accommodate their use.

END OF SECTION 01630



## **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.
- 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.

## **SECTION 01720 - PROJECT RECORD DOCUMENTS**

- 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. Furnish reproducible set of BLACK ON WHITE BOND as-built drawings. Name of Contractor shall be indicated in 1/2 inch high heavy block lettering.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

END OF SECTION 01720

## **SECTION 01750 - FINAL APPLICATION**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

A. Submittals

#### **1.02 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 the Contract.
  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.
  10. List of extra materials and spare parts furnished.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

Not Used.

END OF SECTION 01750

**SECTION 01750 - FINAL APPLICATION**

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## **SECTION 01770 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. The following items are in addition to those of General Conditions which apply to Project Closeout and Final Completion of Work requirements

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 – EXECUTION**

#### **3.01 FINAL CLEANING**

- A. At the completion of the Work, Contractor shall remove all rubbish from and about the site of his work, and all temporary structures, tools, scaffolding, materials, supplies and equipment which he or any of his Subcontractors may have used in the performance of the Work. Contractor shall broom clean paved or floor surfaces.
- B. Contractor shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces; so as to leave Work in a clean condition.
- C. Remove spatter, grease, stains, fingerprints, dirt, dust, packing materials and other foreign items or substances caused by Work of this Contract.
- D. Contractor shall maintain cleaning until Project is accepted by the Owner.
- E. Ultimately the Prime Site Contractor and Building Contractor will be responding for any and all final cleaning if not completed by a Subcontractor of either.

#### **3.02 INSPECTIONS**

- A. At time of completion of all the Work, a final inspection shall be held. Contractor shall also provide all necessary documentation as required and comply with all the requirements of the Contract Documents.
- B. Follow-up Inspection:
  - 1. At the time of the completion of the guarantee period, the Owner's Representative will make arrangements with the Contractor for a follow-up inspection and will send a written notice to said parties to inform them of the date and time of the inspection.
  - 2. After the inspection, the Owner's Representative will inform the Contractor of any corrections required.

## **SECTION 01770 - CLOSEOUT PROCEDURES**

### **3.03 RECORD DRAWINGS**

- A. During the progress of the Project, the Contractor shall keep accurate records of all deviations from the Work as shown on the respective Contract Drawings, indicating the actual construction details for the installed work.
- B. Upon Final Completion of the work, the Contractor shall prepare Record Drawings of the finished work. These drawings shall indicate all changes to the system construction, structural, equipment, and all appurtenances, with particular attention to existing items which may have been relocated due to construction. All Drawings shall bear stamp "Record Drawing of Work as Built" as of (date) and shall be signed by a principal of the Contractor's firm. The as-built pile location plan is to be prepared by a licensed land surveyor.
- C. Record Drawings shall be produced in AUTOCAD 2015 format, as a minimum, or shall be converted to AUTOCAD 2015 format, at no additional cost to the Owner. Electronic data, where applicable, shall be submitted on compact diskette (CD-R and/or CD-RW) formatted for WINDOWS OS compatible systems.
- D. After 100% completion, submit two (2) sets of prints, one (1) set of Mylar litho reproducible to the Owner, one (1) CD electronic format and one (1) set of prints to the Owner's Representative. The cost of furnishing the above prints and preparing the Record Drawings shall be paid for by the Contractor and shall be included in their proposals. Record Drawings shall be delivered to the Owner and the Owner's Representative before requesting approval of final request for payment for the completed work.

### **3.04 OPERATIONS AND MAINTENANCE MANUALS**

- A. Operations and Maintenance manuals shall be prepared for all equipment furnished and installed under this Contract. Content shall be in accordance with the requirements specified within each Division under which the equipment, components, or component systems are specified.
- B. Furnish Operations and Maintenance Manuals prior to making application for Final Payment.

### **3.05 WARRANTY**

- A. Furnish Warranty certificates for all equipment furnished and installed under this Contract. If Manufacturer will not Warranty the product for the required warranty duration then the Contractor must.
- B. Extended Warranty – Contractor shall provide extended warranty with preventive maintenance, parts and service from Manufacturer's representatives within the extended warranty period specified for each piece of equipment. If Manufacturer will



## **SECTION 01770 - CLOSEOUT PROCEDURES**

not provide the Extended Warranty and service for the product for the required extended warranty duration then the Contractor must. Cost of the Extended Warranty is included within the Contractor's Bid price.

- C. Furnish Warranty and Extended Warranty Documentation prior to making application for Final Payment.

### **3.06 DEMONSTRATION AND TRAINING**

- A. Demonstrate operation and maintenance activities and train Owner's staff for all equipment furnished and installed under this Contract. Training shall be provided by Manufacturer's representatives.
- B. Complete Demonstration and Training prior to making application for Final Payment.

END OF SECTION 01770

## **SECTION 01770 - CLOSEOUT PROCEDURES**

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## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Sections:
  - 1. Division 01 Section "Submittals" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Divisions 02 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### **1.03 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### **1.04 CLOSEOUT SUBMITTALS**

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

1. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect, through Construction Manager, will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Agent will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Agent will return copy with comments.
  1. Correct or modify each manual to comply with Architect's and Commissioning Agent's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Agent's comments and prior to commencing demonstration and training.

## **PART 2 - PRODUCTS**

### **2.01 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY**

- A. Organization: Include a section in the directory for each of the following:
  1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

### **2.02 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS**

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Agent.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness

## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

- a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by- 11- inch white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

### **2.03 EMERGENCY MANUALS**

- A. Content: Organize manual into a separate section for each of the following:
  1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  1. Fire.
  2. Flood.

## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

### **2.04 OPERATION MANUALS**

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.

## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

### **2.05 PRODUCT MAINTENANCE MANUALS**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.



## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

### **2.06 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS**

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## **PART 3 - EXECUTION**

### **3.01 MANUAL PREPARATION**

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

## **SECTION 01782 - OPERATION AND MAINTENANCE DATA**

- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

**SECTION 01782 - OPERATION AND MAINTENANCE DATA**

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## **SECTION 02060 - SELECTIVE DEMOLITION**

### **PART 1 – GENERAL**

#### **1.01 CONTENTS**

- A. General
- B. Work Included
- C. Schedule
- D. Existing Equipment
- E. Clean-up

#### **1.02 GENERAL**

- A. Take precautions to protect adjacent finishes from flying or falling debris. Prevent dust and dirt from rising by chuting.
- B. All demolition and removal work shall be as indicated on the drawings and in accordance with applicable sections of the specifications. Do all necessary demolition and removal of existing work required in connection with this project, including shoring, bracing, etc. The work shall be done with due care. The Contractor will be held responsible for any damage. The need for bracing, shoring and other protective measures shall be determined by the Contractor, prior to proceeding with demolition work.

#### **1.03 WORK INCLUDED**

- A. Renovations as noted on drawings.
- B. Provide the selective demolition and removal of the site drainage components, concrete and block walls and surfaces, concrete stairs and steps, etc., as herein specified and indicated on drawings.
- C. Backfill any necessary temporary excavations in accordance with Specification Section 02200 - Earthwork.
- D. Provide for the removal, rerouting and/or capping of any other services encountered during excavation operations, so that the area of new work can be properly backfilled in accordance with the Specifications prior to installation of the new facilities.
- E. Where unsuitable material is uncovered, the Contractor shall remove same and proceed in accordance with Section 02200 - Earthwork.
- F. Patch all required exterior wall surfaces and facilities to remain.

## **SECTION 02060 - SELECTIVE DEMOLITION**

### **1.04 SCHEDULE**

- A. The Owner and Engineer reserve the right to revise the schedule of work as required expediting and coordinating the construction work with the function of the existing facility.
- B. No work shall disturb or interfere with the operation of the existing entrance driveway. The buildings shall be secured at all times and the demolition and installation operations shall not obstruct the use of the entrance as an emergency exit.
- C. Shut-downs of existing services will be permitted only upon approval by the Owner and at times which will result in the least interference with normal operations. Shut downs shall be confined to normal working hours unless authorized otherwise by the Owner.

### **1.05 EXISTING EQUIPMENT**

- A. Existing materials and equipment deemed to be unsalvageable by the Owner shall be removed (off site) by the Contractor. All salvageable material and equipment shall be stored as directed by, and at no additional cost to, the Owner.

### **1.06 CLEAN-UP**

- A. Upon completion of all work under this section, the Contractor shall remove all tools, materials, apparatus, and rubbish of any sort. The premises shall be left clean, neat and orderly to the satisfaction of the Engineer and the Owner.

END OF SECTION 02060

## **SECTION 02205 - SOIL MATERIALS**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Subsoil materials.

#### **1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Control 01410 - Testing Laboratory Services: Testing soil fill materials.
- B. Section 02211 - Grading.
- C. Section 02223 - Backfilling.
- D. Section 02225 - Trenching.
- E. Section 02920 -Top soiling and Finished Grading.
- F. Section 02930 --Seeding.
- G. Section 02935 -Fertilizer, Soil Amendments, and Mulch

#### **1.03 REFERENCES**

- A. AASHTO T 80 -Moisture-Density Relations of Soils Using a 10-lb (4.54 kg) Rammer and an 18-in. (457 mm) Drop.
- B. ANSJ/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. ANSJ/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10lb (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- E. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- F. ASTM D2487 - Classification of Soils for Engineering Purposes.
- G. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- H. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate

## **SECTION 02205 - SOIL MATERIALS**

Mixtures.1.3

### **1.04 SUBMITTALS**

- A. Submit under provisions of General Conditions.
- B. Samples: Submit, in air-tight containers, 10 lb. sample of each type of fill to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers. Provide materials from same source throughout the work. Change of source requires Owner's Representative approval.

## **PART 2 – PRODUCTS**

### **2.01 SOIL MATERIALS**

- A. On-Site Fill: Excavated and re-used material, graded, free of: lumps larger than 2 inches, rocks larger than 1 inch, and demolition debris including crushed concrete, wood, brick, metal, etc.
- B. Select Fill: Imported material, the material shall be sound, hard, durable stone, run-of-bank gravel or sand, the particles of which shall be of such size that, of that portion passing the 4-inch square sieve, not more than 70 percent, by weight, shall pass the No. 40 mesh sieve, and not more than 10percent, by weight, shall pass the No. 200 mesh sieve, as determined by washing through the sieve in accordance with ASTM Designation: D422. All costs associated with the requirements of importing select fill are to be included in the lump sum price bid.

### **2.02 SOURCE QUALITY CONTROL**

- A. Inspection and testing will be performed under provisions of Section 01400. Contractor shall include all costs in his bid price.
- B. If tests indicate materials do not meet specified requirements, change material and retest at no cost to Owner.

## **PART 3 - EXECUTION**

### **3.01 STOCKPILING**

- A. Stockpile materials on site at locations designated by Owner's Representative.
- B. Prepare stockpile location by removing vegetation and top soil for later reuse.



## **SECTION 02205 - SOIL MATERIALS**

- C. Stockpile in sufficient quantities to meet project schedule and requirements. No material shall be removed from the site unless authorized by Owner's Representative.
- D. Separate differing materials with dividers or stockpile apart to prevent mixing.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- F. Control drainage and silt runoff from wet materials. Remove standing water on a daily or more frequent basis. Cover stockpile as necessary to promote drying.

### **3.02 STOCKPILE CLEANUP**

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.
- B. Spread original topsoil and reseed.

END OF SECTION 02205

## **SECTION 02205 - SOIL MATERIALS**

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## **SECTION 02210 - CLEARING AND GRUBBING**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Removal of surface debris at locations indicated on the Contract Drawings.
- B. Clearing site of brush, plant life and grass at locations indicated on the Contract Drawings.
- C. Removal of trees and shrubs at locations indicated on the Contract Drawings.
- D. Removal of root system of trees and shrubs.

#### **1.02 REGULATORY REQUIREMENTS**

- A. Conform to state and local laws and regulations for disposal of debris.
- B. Coordinate Clearing Work with utility companies.
- C. Provide erosion control in accordance with the New York State Guidelines for Urban Erosion and Sediment Control.
- D. Notify all utilities before beginning any removals of trees or shrubs.

### **PART 2 – PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

- A. Verify that existing plant life designated to remain, is tagged or identified.

#### **3.02 PROTECTION**

- A. Locate, identify, and protect utilities that remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect bench marks and existing structures from damage or displacement.

#### **3.03 CLEARING AND GRUBBING**

- A. Clear and grub areas required for access to site and execution of Work.

## **SECTION 02210 - CLEARING AND GRUBBING**

B. Remove trees and shrubs indicated. Remove stumps, main root ball, root system to a depth of 24".

C. Clear and grub undergrowth and deadwood, without disturbing subsoil.

### **3.04 REMOVAL**

A. Remove debris, rock, and extracted plant life from site and dispose of in accordance with state and local laws and regulations.

END OF SECTION 02210

## **SECTION 02211 - GRADING**

### **PART 1- GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Cutting, grading, filling and contouring the site within the project limits.
- B. Line and grade.

#### **1.02 REFERENCES**

- A. AASHTO T 80 - Moisture-Density Relations of Soils Using a 10-lb (4.54-kg) Rammer and an 18-in. (457-mm) Drop.
- B. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49-Kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-K. g) Rammer and 18 inch (457 mm) Drop.
- E. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- F. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- G. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

#### **1.03 PROJECT RECORD DOCUMENTS**

- A. Submit under provisions of Section 01300.
- B. Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIAL**

- A. Fill: On-site fill or select fill as specified in Section 02205.

## **SECTION 02211 - GRADING**

### **PART 3 – EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify site conditions.
- B. Verify that survey bench mark and intended elevations for the Work are as indicated.

#### **3.02 PREPARATION**

- A. Identify required lines, grades, levels, contours and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect utilities that remain from damage.
- D. Notify utility company to identify, remove and relocate utilities.
- E. Protect above and below grade utilities that remain.
- F. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.
- G. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

#### **3.03 FILLING**

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place fill materials on continuous layers and compact in accordance with Schedule at end of Section.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Make grade changes gradual. Blend slope into level areas.
- E. Import select fill as required to grade as indicated on Contract Drawings.

#### **3.04 TOLERANCES**

- A. Top Surface of Subgrade: Plus, or minus 2/10 foot.

#### **3.05 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of Section 01400.

## **SECTION 02211 - GRADING**

### **3.06 SCHEDULE**

#### **A. Fill:**

1. On-site fill and select fill: Maximum 6 inch lifts (compacted depth).

END OF SECTION 02211

**SECTION 02211 - GRADING**

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## **SECTION 02222 - EXCAVATION**

### **PART 1 - GENERAL**

#### **1.01 SCOPE**

- A. The Contractor shall excavate all soil, and miscellaneous unclassified materials required to demolish identified items and restore site to the lines and grades shown on the Drawings. All topsoil shall be stockpiled on site for future use.
- B. Excavation shall include the removal, handling, rehandling, stockpiling and disposal of any and all materials encountered within the limits of the Work including protection of excavated areas and all incidental work as required. Moreover, the Contractor shall assume all responsibility for any added obstacles or conditions, foreseen and unforeseen and encountered during the prosecution of any work that is specified or required under this Contract.
- C. The Contractor shall satisfy himself by actual examination of the site of the Work, as no claim will be made by the Contractor for additional compensation by reason of the fact that existing conditions are other than as shown on the Drawings.
- D. The General Specifications contain further required provisions.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

#### **3.01 SUBSURFACE UTILITIES**

- A. Existing piping and utilities shown on the Drawings were taken from the topographic survey and available utility record maps of the existing facility and are approximate only. The exact location and depth of these utilities and piping may not reflect the actual conditions. The Contractor shall include, at his own expense, the protection of utilities and any maintenance, protection, and repair of piping and utilities identified to remain in his bid, as no claims will be allowed if conditions are other than as shown.
- B. The Contractor, at his own expense, shall make test borings or dig test holes to locate existing underground facilities identified to remain prior to excavation. Where possible and without additional cost to the Owner, adjustments shall be made to the location of the proposed work to avoid encountering or interfering with existing underground facilities. All expenses for digging test holes and other investigative work shall be borne by the Contractor.
- C. The Contractor shall locate, completely protect, support, and be responsible for any

## **SECTION 02222 - EXCAVATION**

damage to any remaining underground facility as a result of the construction. All damages to existing facilities shall be repaired by the Contractor at his own expenses.

### **3.02 DISPOSAL OF MATERIALS**

- A. Excavated material that does not meet the requirements of the Technical Specifications or does not meet the Owner's Representative approval shall not be used in the completed construction and shall be immediately removed from the site upon being excavated. The Contractor shall perform all excavation in accordance with the laws governing such work.
- B. Disposal of all excavated materials and materials ordered excavated by the Owner that are not suitable for backfill, or are excess, shall be legally disposed of at the expense of the Contractor. No additional compensation shall be made to the Contractor for disposal of any excavated material. All material shall be disposed of in an acceptable manner.

### **3.03 PREPARATION**

- A. The Contractor shall be responsible for supporting and maintaining excavations required hereunder and even to the extent of sheeting and shoring the sides and ends of excavations with timbers or other appropriate means of support wherever conditions require. Where supports are not properly placed or are insufficient, the Contractor shall provide additional or stronger supports. The requirement of sheeting or shoring or of the addition of supports shall not relieve the Contractor of his responsibility for their sufficiency.
- B. The Contractor shall pump out, or otherwise remove and dispose of as fast as it may collect, any water or any other liquids, which may be found or may accumulate in the excavations, regardless of its source. There shall be upon the Work, at all times during the construction, proper and approved machinery of sufficient capacity to meet the maximum requirements of the removal of the water or like wastes, and its proper disposal. The uninterrupted flow in sewers, piping, drains, gutters, water courses, or surface drainage encountered in the Work shall be adequately provided for by the Contractor at his own expense.
- C. The Contractor is solely responsible for maintaining safety on the work site. He shall protect the public and all others from the hazards of open excavations and all other damages, without the necessity of direction by the Owner's Representative, during the course of his work.

### **3.04 TRENCHING FOR PIPING AND CONDUITS**

- A. The Contractor shall make, in open cut or as otherwise permitted or required, to the widths and depths necessary for proper construction, all earth excavation required under this Section. He shall excavate any other material which in the opinion of the

## **SECTION 02222 - EXCAVATION**

Owner's Representative is required for any purpose pertinent to the construction of the work.

- B. In excavating trenches where different strata of soil are encountered, some of which is suitable and some of which is unsuitable for backfill, the Contractor shall use the suitable material for backfill and dispose of the unsuitable material. What is considered suitable shall solely be judged by the Owner's Representative.
- C. The Contractor shall support and protect existing remaining utilities, pipelines, and conduits located within the area to be excavated.
- D. Unsuitable material below the limits of excavation shall be removed as designated by the Owner's Representative for the full width of the trench.

### **3.05 BACKFILLING COMPACTION**

- A. Backfilling in all cases must be done with suitable material acceptable to the Owner's Representative.
- B. Special care shall be exercised in placing and compacting material immediately adjacent to pipe and masonry to avoid damage, and affect the alignment of pipe. The material around all pipe and for a depth of one (1) foot above the top of all pipe shall be placed by hand and thoroughly tamped in layers not to exceed six (6) inches, and compacted with equipment suitable and adequate for uniform compaction to the specified densities. The backfilling under the lower half of the pipe shall be carefully selected earth. In backfilling, only soft, unfrozen earth shall be used for refilling. The balance of the backfill shall be deposited in layers not over twelve (12) inches in thickness and each layer shall be thoroughly compacted at a minimum dry density of ninety-five (95%) percent of the maximum dry weight density in pounds per cubic foot, as determined by the A.A.S.H.T.O. standard density test. The compaction equipment shall be of a type approved by the Owner's Representative.
- C. The material for backfilling shall be in accordance with Section 02205. No fill containing slag, coal, blast furnace refuse or other material which may prove deleterious will be permitted in any portion of the backfill embankment. The responsibility for maintaining the backfill areas to the proper grade (including providing additional fill to compensate for settlement) during the life of the Contract and for one (1) year thereafter is the obligation of the Contractor under this Contract.
- D. Certain trenches may be designated by the Owner's Representative to be thoroughly jetted after backfilling in lieu of vibrating. Water for jetting shall be provided by the Contractor. In any event, the responsibility for maintaining the trenches (including providing additional fill to compensate for settlement) during the life of the Contract and for one (1) year thereafter is the obligation of the Contractor under this Contract.
- E. Public areas shall be closed for the minimum time it takes to properly install the work. A suitable and practical walkway and parking area shall be maintained at all

## **SECTION 02222 - EXCAVATION**

times when the construction disturbs the normally used public area until final restoration is made.

END OF SECTION 02222

## **SECTION 02223 - BACKFILLING**

### **PART I - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Site backfilling to subgrade elevations.
- B. Site filling and backfilling.
- C. Consolidation and compaction as scheduled.
- D. Fill for over-excavation.

#### **1.02 RELATED SECTIONS**

- A. Division 1
- B. Section 02205 - Soil Materials.
- C. Section 02211 - Grading.
- D. Section 02222 - Excavation.
- E. Section 02225 - Trenching.

#### **1.03 REFERENCES**

- A. AASHTO T 80 - Moisture-Density Relations of Soils Using a 10-lb (4.54 kg) Rammer and an 18-in. (457 mm) Drop.
- B. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. 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.
- E. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- F. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- G. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

## **SECTION 02223 - BACKFILLING**

### **PART 2 - PRODUCTS**

#### **2.01 FILL MATERIALS**

- A. As specified in Section 02205.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify site conditions, report deviations which may affect the work to Owner.

#### **3.02 PREPARATION**

- A. Compact subgrade to 95% of the maximum dry weight density.
- B. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with suitable on-site fill or select fill and compact to 95% of the maximum dry weight density.
- C. Scarify and proof roll subgrade surface to a depth of 12 inches to identify soft spots; fill and compact to 95% density.

#### **3.03 BACKFILLING**

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Place and compact material in continuous layers not exceeding 6 inches compacted depth.
- D. Employ a placement method that does not disturb or damage other work.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Make gradual grade changes. Blend slope into level areas.
- G. Remove surplus backfill materials from site.
- H. Leave fill material stockpile areas free of excess fill materials.
- I. Special care shall be exercised in placing and compacting material immediately

## **SECTION 02223 - BACKFILLING**

adjacent to existing pipe and masonry to avoid damage and/or misalignment of the pipe. The material around all pipe and for a depth of 1 foot above the top of all pipe shall be placed by hand and thoroughly tamped in layers not to exceed 6 inches, and compacted with equipment suitable and adequate for uniform compaction to the specified densities. The backfilling under the lower half of the pipe shall be carefully selected earth. In backfilling, only soft, unfrozen earth shall be used for refilling. The balance of the backfill shall be deposited in layers not over 6 inches in thickness and each layer shall be thoroughly compacted at a minimum dry density of 95% percent of the maximum dry weight density. The compaction equipment shall be of a type approved by the Owner's Representative.

- J. Certain trenches may be designated by the Owner's Representative to be thoroughly jetted after backfilling in lieu of vibrating. Water for jetting shall be provided by the Contractor. In any event, the responsibility for maintaining the trenches (including providing additional fill to compensate for settlement) during the life of the Contract and for one (1) year thereafter is the obligation of the Contractor under this Contract.
- K. Public areas shall be closed for the minimum time it takes to properly install the work. A suitable and practical walkway and parking area shall be maintained at all times when the construction disturbs the normally used public area until final restoration is made.

### **3.04 TOLERANCES**

- A. Top Surface of General Backfilling: Plus or minus 2 inch from required elevations.

### **3.05 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Compaction testing will be performed in accordance with applicable ASTM tests.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- D. Proof roll compacted fill surfaces under paving.
- E. Frequency of Tests: One test for each 2000 square feet of material placed.

### **3.06 PROTECTION OF FINISHED WORK**

- A. Protect finished Work.
- B. Reshape and re-compact fills subjected to vehicular traffic.

END OF SECTION 02223

## **SECTION 02223 - BACKFILLING**

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## **SECTION 02225 - TRENCHING**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Excavating trenches for utilities.
- B. Compacted fill from top of utility bedding to subgrade elevations.
- C. Backfilling and compaction.

#### **1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Requirement.
- B. Section 02205 - Soil Materials.
- C. Section 02211 - Grading:
- D. Section 02222 - Excavating.
- E. Section 02223 - Backfilling.

#### **1.03 REFERENCES**

- A. AASHTO T1 80 - Moisture-Density Relations of Soils Using a 10-lb (4.54 kg) Rammer and an 18-in. (457 mm) Drop.
- B. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- C. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- D. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- E. 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.
- F. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- G. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- H. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

## **SECTION 02225 - TRENCHING**

### **1.04 DEFINITIONS**

- A. Utility: Any buried pipe, conduit, or cable.

### **1.05 FIELD MEASUREMENTS**

- A. Verify that survey bench mark and intended elevations for the Work are as shown on drawings.

### **1.06 COORDINATION**

- A. Coordinate work with other trades.
- B. Verify work associated with lower elevation utilities are complete before placing higher elevation utilities.

## **PART 2 - PRODUCTS**

### **2.01 FILL MATERIALS**

- A. On-Site Fill or Select Fill: As specified in Section 02205.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.
- C. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.
- D. Maintain and protect above and below grade utilities which are to remain.
- E. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with select fill and compact to density equal to or greater than requirements for subsequent backfill material.

### **3.02 EXCAVATION**

- A. Excavate subsoil required for utilities.

## **SECTION 02225 - TRENCHING**

- B. Cut trenches sufficiently wide to enable installation and allow inspection.
- C. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- D. Remove lumped subsoil, boulders, and rock up to 1 cu. yd. measured by volume.
- E. Correct areas over excavated in accordance with Section 02222.
- F. Stockpile excavated material in area designated on site and remove excess material not being used, from site.

### **3.03 BACKFILLING**

- A. Backfill trenches to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Soil Fill: Place and compact material in continuous layers not exceeding 6 inches compacted depth in locations as shown on Plans.
- D. Employ a placement method that does not disturb or damage foundation perimeter drainage, conduit or ducts in trench.
- E. Maintain optimum moisture content of fill materials to attain compaction of 95% of the maximum dry weight density.
- F. Remove surplus fill materials from site.
- G. Leave fill material stockpile areas completely free of excess fill materials.

### **3.04 TOLERANCES**

- A. Top Surface of Backfilling Under Paved Areas: Plus or minus 2 inch from required elevations.
- B. Top Surface of General Backfilling: Plus or minus 2 inch from required elevations.

### **3.05 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Compaction testing will be performed in accordance with applicable ASTM tests.
- C. If tests indicate Work does not meet specified requirements, remove work, replace,

## **SECTION 02225 - TRENCHING**

compact, and retest.

D. Frequency of Tests: One test every 100 feet of trench.

### **3.06 PROTECTION OF FINISHED WORK**

A. Protect finished Work.

B. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION 02225

## **SECTION 02230 -SEDIMENT AND EROSION CONTROL PLAN**

### **PART 1 - GENERAL**

#### **1.01 SCOPE OF WORK**

- A. Contractor shall assume responsibility for the control of soil erosion and water pollution from construction activities in accordance with federal, state and local regulations and in accordance with the Plans and Specifications and as directed by the Owner's Representative.

#### **1.02 RELATED WORK**

- A. General Conditions
- B. Section 02222 – Excavation
- C. Section 02223 – Backfilling

#### **1.03 SUBMITTALS**

- A. Contractor shall submit a sediment and erosion control plan in accordance with the New York State Standards and Specifications for Urban Erosion and Sediment Control Manual, latest edition, for review by the Owner's Representative prior to commencing construction activities.

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 – EXECUTION**

#### **3.01 INSTALLATION**

- A. The Contractor shall install silt fences, hay bales, mulch or other approved methods of sediment and erosion control during construction activities in accordance with installation procedures of the New York State Standards and Specifications for Urban Erosion and Sediment Control Manual, latest edition, and as shown on the Drawings or as directed by the Owner's Representative. Location of sediment and erosion control measures shall be coordinated with the approved construction operation and sequence plan and shall protect at all times the water quality of the surface waters including streams, pond, and their receiving waters.
- B. The Contractor shall take necessary measures to achieve and maintain dust control. Construction vehicles shall be cleaned, as necessary, prior to using public streets.
- C. Any changes to the sediment and erosion control plan shall require the submission of a revised sediment and erosion control plan to the Owner's Representative. The

## **SECTION 02230 -SEDIMENT AND EROSION CONTROL PLAN**

revised plans shall be in accordance with the New York State Standards and Specifications for Urban Erosion and Sediment Control Manual, latest edition.

- D. Contractor shall be responsible obtaining all required permits.
- E. All excess excavated material, except for topsoil, shall be removed from the site by the Contractor in accordance with the Contract Documents.
- F. All utilities and catch basin inlets must be protected prior to start of construction. Protection of all utilities and catch basin inlets must be maintained throughout the life of the Project.
- G. All sediment and erosion control practices shall be left in place and maintained; including silt and sediment removal, until construction is completed, area is stabilized and as directed by the Owner's Representative.

END OF SECTION 02230

## **SECTION 02231 - AGGREGATE BASE COURSE**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Aggregate base coarse.

#### **1.02 RELATED SECTIONS,**

- A. Section 02210 - Clearing and Grubbing.
- B. Section 03300 -Cast in Place Concrete.

#### **1.03 REFERENCES**

- A. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-Kg) Hammer and 18 inch (457 mm) Drop.
- B. ASTM D2922 -Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- C. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

### **PART 2 - PRODUCTS**

#### **2.01 FILL MATERIALS**

- A. Coarse Aggregate Fill Type A1 Recycled Concrete Aggregate conforming as follows:
  - 1. Coarse aggregate shall be well graded Recycled Concrete Aggregate meeting the following gradation limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 ½ inch	100 percent
1 inch	90 percent – 100 percent
1½ inch	65 percent – 85 percent
3/8 inch	55 percent – 75 percent
#4	40 percent – 55 percent
#8	30 percent – 45 percent
#30	11 percent – 27 percent
#200	1 percent – 8 percent

- 2. The portion of the base blend that is finer than the No. 30 sieve shall have a plasticity index of zero (0), maximum, in accordance with ASTM D424.

## **SECTION 02231 - AGGREGATE BASE COURSE**

3. The coarse aggregate, when subjected to five cycles of the Magnesium Soundness Test, shall have weighed no greater than 20 percent, in accordance with ASTM C88.
4. The maximum wear loss, as determined by the Los Angeles Abrasion Test, ASTM C131, shall be 45 percent.
5. The laboratory compacted California Bearing Ratio (CBR), as determined by ASTM D1 883, shall not be less than 100 percent after 96 hours of soaking.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify substrate has been inspected, gradients and elevations are correct, and dry.

#### **3.02 AGGREGATE PLACEMENT**

- A. The materials shall be delivered to the job site in a well-mixed un-segregated state. All deliveries shall be accompanied by printed tickets clearly stating the weight of stone delivered. The Owner's Representative reserves the right to reject any or all deliveries not, accompanied by such tickets.
- B. The Owner's Representative may obtain a sample of the material at the times of weighing in order to verify the dry weight of the base course and to substantiate his measurements by yield calculations.
- C. The material shall be spread on the prepared subgrade, using an approved spreader, to a loose depth required to provide the required thickness of the base course when compacted to the specified density. The individual layer thickness shall not be less than 3 inches or more than 6 inches, after compaction. When the base course is constructed in more than one layer, the previously constructed layers shall be cleaned of loose and foreign matter.
- D. The base course shall be compacted to a minimum density of not less than 95 percent of the maximum density of the material as determined by the method of test for moisture density relations of soil, using a 10 lb. Hammer and an 18 inch drop, ASTM D1557.
- E. Segregation occurring during the construction of the base or before the wearing surface is placed, shall be corrected by remixing or by removing the segregated area and replacing it with non-segregated material. If the subgrade material becomes churned up or mixed with the base course for any reason whatsoever before the wearing surface is placed, the base course shall be removed, the subgrade compacted and graded and clean stone base course placed in accordance with this specification. The Contractor shall receive no additional compensation for the correction.



## **SECTION 02231 - AGGREGATE BASE COURSE**

- F. After compaction, the top surface shall not extend above the theoretical elevation for this course; and after testing with a straight edge or parabolic template 10 feet in length, any depression over 1/4 inch below the theoretical grade shall be satisfactorily eliminated.

### **3.03 TOLERANCES**

- A. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation from True Elevation: Within 1/2 inch.

### **3.04 FIELD QUALITY CONTROL**

- A. No sample, for whatever purpose taken, should be composed of less than three increments selected at random from the full flow of material which would be required to fill a normal delivery truck, that amount being considered a batch. Test results representing at least three batches, sampled in the prescribed manner, and shall be required to represent each lot under consideration for acceptance.
- B. Compaction testing will be performed in accordance with applicable ASTM Standards.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest
- D. Frequency of Tests: One test for each 1,000 square feet of material placed.

### **3.05 SCHEDULE**

- A. Under Structural Concrete:
  - 1. Compact placed aggregate materials to achieve compaction to 95percent of maximum density in accordance with ASTM D1557, modified proctor.

### **3.06 MEASUREMENT**

- A. Contractor shall not exceed quantity indicated by numeric units in the Contract Documents (i.e., unit price bid). Contractor shall notify Owner's Representative when quantity approaches quantity indicated.
- B. If quantity is less than or greater than the numeric units of Work indicated in the Contract Documents, the Contract sum will be adjusted by a Change Order at time of final payment in accordance with the unit price bid and accepted, only if quantity less than or greater than Contract quantity was approved in writing by the Owner.

## **SECTION 02231 - AGGREGATE BASE COURSE**

- C. The foregoing unit process shall include overhead, profit, permits, material disposal, and all other expenses incidental to the Work. Include in the bid sum all additional costs in connection with quantity changes that are not compensated for at the given unit prices.

END OF SECTION 02231

## **SECTION 02831-CHAIN LINK FENCES AND GATES**

### **PART 1 – GENERAL**

#### **1.01 DESCRIPTION**

- A. The Contractor shall furnish and erect steel chain link fence with vinyl-clad galvanized steel fabric, standard full weight steel posts, gates, and all necessary accessories where shown on the plans or directed by the Owner's Representative, in accordance with the details shown on the Plans.

#### **1.02 RELATED WORK**

- A. Section 03300 – Cast In Place Concrete

#### **1.03 SYSTEM DESCRIPTION**

- A. Fence Height: As indicated on Drawings.
- B. Line Post Spacing: At intervals not exceeding 8 feet.

#### **1.04 SUBMITTALS**

- A. Submit under provisions of Section 01300.
- B. Shop Drawings: Prior to ordering any fencing, the Contractor shall submit to the Owner 's Representative for approval, shop drawings of the proposed fence installation showing complete details of material sizes, finish, shapes and heights, proposed methods of fastening and complete details of all hardware to be used. In addition, a 2'x 2' sample of the fence fabric shall be submitted for purpose of testing for conformance with these specifications. The Contractor shall also submit for testing any other material or components deemed necessary by the Owner's Representative. Any material ordered by the Contractor prior to obtaining approval and which shall later be found unsatisfactory on the basis of test results shall be replaced by him with satisfactory materials at no additional cost to the owner.
- C. Manufacturer's Installation Instructions: Indicate installation requirements and post foundation anchor bolt templates.

#### **1.05 PROJECT RECORD DOCUMENTS**

- A. Submit under provisions of Section 01770 – Closeout Procedures.

#### **1.06 QUALITY ASSURANCE**

- A. Perform Work in accordance with ANSI/ASTM F567 FS RR-F-191.
- B. Maintain 2 copies of each document on site.

## SECTION 02831-CHAIN LINK FENCES AND GATES

### 1.07 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum 5 years documented experience.

### 1.08 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings instructed by the manufacturer.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Boundary Fence and Railing Systems Inc., Richmond Hill, NY, (718) 847-3400, Product PVC Fusion Bonded Vinyl coated chain link fabric, or approved equal.

### 2.02 MATERIALS

- A. Materials and Installation

1. Posts, rails, fabric, bracing, etc. shall be of the types and sizes as specified herein. The fabric shall be vinyl-clad galvanized steel fabric. Color shall be black or as selected by Owner.
2. All reference to gauge in these specifications shall mean the coated wire diameter. Seven (7) gauge vinyl-clad .30 oz/ft<sup>2</sup> galvanized wire shall have a nine 9 gauge core (.148"core+/- .003").
3. Chain Link Fabric –Fence fabric shall be vinyl-clad galvanized open hearth steel wire having a steel core with a minimum tensile strength of 75,000 pounds per square inch, helically woven in a chain link diamond pattern. The fabric shall meet the minimum requirements of Federal Specifications RR-F-191d, latest revision for Type IV fabric. The height of the fabric shall be as specified on the Plans. The bottom and top of the fabric shall be knuckled.

The following mesh and wire size shall be used:

Description	Vinyl-Clad Covered Dia.	Steel Wire Core Dia.	Mesh Size
Fence	7 ga.	9 ga.	2"

## SECTION 02831-CHAIN LINK FENCES AND GATES

Vinyl shall be polyvinyl chloride meeting the following requirements:

Specific gravity shall be a minimum of 1.27 to 1.38 maximum tested in accordance with ASTM D-792.

Hardness shall have a minimum durometer reading of A-93 +/- 5 in accordance with ASTM D-676.

Ultimate elongation shall be 275% in accordance with ASTM D-412. Tensile strength shall have a test minimum of 2,700 psi in accordance with ASTM D-412. Vinyl shall be a dense and impervious covering free of voids, having a smooth lustrous surface without pinholes, bubbles or voids, rough or blistered surface.

The vinyl coating shall be plasticized and unfilled polyvinyl chloride (pvc) with non-migratory low temperature plasticizer, shall not support combustion and shall be effective insulation for 12,000 volts. Pigment system shall be stabilized and tested to withstand a minimum Weather-O-Meter 1,000 hour test without visible fading, discoloration or other deterioration. The vinyl covered wire shall withstand an accelerated aging test of 2,000 hours at 145 degrees F without cracking or peeling. The specific gravity of the vinyl coating shall be 1.30 maximum as determined in ASTM D-792, hardness not less than Durometer A-95 minimum tensile strength of 2,700 psi, elongation of 275%, maximum deformation of 15% at 120 degree C (U.L. test) under 500 gram load and compression cut-through of 1,800 psi (Bell Laboratory test). The vinyl covering shall, in addition, withstand prolonged exposure to:

- a. Sea water at 100 degrees F.
  - b. Salt solutions;CaCl<sub>1/2</sub>, NH<sub>4</sub>Cl, NH<sub>4</sub>NO<sub>3</sub>,NaCl, CuCl<sub>1/2</sub>, CuSo<sub>4</sub>, ZnCl<sub>1/2</sub>, SnCl<sub>1/2</sub>, RCl and others.
  - c. Alkalis: Sodium, magnesium, calcium, barium, ammonium hydroxide and others.
  - d. Acids: Dilute sulphuric, nitric, hydrochloridic, acetic, boric, carbonic, citric acids and others.
  - e. Petroleum products, mineral oils and fats.
  - f. Fungus inducing atmospheres.
- B. The vinyl shall be hot extruded (not sprayed or dipped) over the galvanized steel wire by the Thermal Extrusion process under pressure to 5,000 psi, to insure a dense and impervious covering free of voids, having a smooth lustrous surface appearance. The wire shall be vinyl-clad before weaving and shall be free and flexible at all joints.
- C. Chain link fabric shall be fabricated from coated wire diameter conforming to specifications. The diameter of the coated wire shall be determined as the average of two readings taken at right angles to each other on the straight portion of the parallel sides of the mesh and measured to the nearest 0.001 inch. The permissible variation in diameter of the coated wire shall be plus or minus 0.005-inch.

## SECTION 02831-CHAIN LINK FENCES AND GATES

- D. The size of the mesh shall be determined by measuring the minimum clear distance between the wires forming parallel sides of the mesh.
- E. The permissible variation shall be plus or minus 1/8 inch.
- F. The height of the fabric shall be overall dimension from ends of knuckles to ends of barbs. Permissible variation in height shall be plus or minus one (1) inch.
- G. Posts – All posts, braces and rails shall be galvanized standard full weight steel shaped as specified and shown. All materials shall be new and first class and shall not include reconditioned thin wall pipe, or re-rolled or open seam pipe.

FRAMING MEMBERS		TYPE 1 ROUND PIPE
6 ft. (1830 mm) or less	Outside Dim. (inches)	1.900
	Wall Thk. (inches)	0.145
	Weight (lb/ft)	2.72
Over 6 ft. (1830 mm) to 8 ft. (2440 mm)	Outside Dim. (inches)	2.375
	Wall Thk. (inches)	0.154
	Weight (lb/ft)	3.65
Over 8 ft. (2440 mm)	Outside Dim. (inches)	2.875
	Wall Thk. (inches)	0.203
	Weight (lb/ft)	5.79

- H. The concrete shall be 4,000 PSI. Piers shall be cast rough in the ground. Excavation and backfilling for piers is included hereunder.
- I. Top and Bottom Rails -Galvanized steel pipe, 1 5/8 inch O.D., shall be used for top and bottom rails of fence. It shall be seamless steel piping weighing minimum 2.27 pounds per lineal foot.
- J. Fittings - The loop caps, rail ends and post caps shall be cast steel. Other appurtenances shall be pressed steel and all fittings shall be coated with matching vinyl (PVC) by the fluidized bed fusion bond method.

## SECTION 02831-CHAIN LINK FENCES AND GATES

### K. Framing Members

FRAMING MEMBERS		TYPE 1 ROUND PIPE
6 ft. { 1830 mm) or less	Outside Dim. (inches)	2.375
	Wall Thk. (inches)	0.154
	Weight (lb/ft)	3.65
Over 6 ft. { 1830 mm) to 12 ft. (2440 mm)	Outside Dim. (inches)	2.875
	Wall Thk. (inches)	0.203
	Weight (lb/ft)	5.79
Over 12ft. (2440 mm)	Outside Dim. (inches)	4.000
	Wall Thk. (inches)	0.226
	Weight (lb/ft)	9.11

- L. Galvanizing - All corner, terminal and line posts and all top and bottom rails, mid-rails and brace rails shall be galvanized inside and out by the hot-dipped method in conformance with ASTM Designation A.123 except that the minimum weight of coating (in all cases) shall be 1.8 ounces of zinc per square foot.
- M. All wire to be used for fabric, tension wire and ties shall be galvanized with 0.130 ounces of zinc per square foot prior to application of the vinyl.

#### PRIMER SPECIFICATIONS (6191 Series):

Total Solids by Weight 64.2%

Total Solids by Volume 44.5%

Weight per Gallon 10.4 lbs.

Viscosity 80KU

Dry Time 1-3 Hours

Recoat time 45 minutes

ANALYSIS: 6191 Series

Titanium Dioxide 17.2

Silica and Silicates 19.4

Alkyd Resin 6.4

Phenolic Resin 35.8

#### FINISH SPECIFICATION (6100 Series):

##### SPECIFICATIONS

Total Solids by Weight 64.4%

Total Solids by Volume 46.8%

Weight per Gallon 10.7 lbs.

## SECTION 02831-CHAIN LINK FENCES AND GATES

Viscosity 90KU  
Solvent Mineral Spirits  
Flash Point 108F  
Dry Time 4 - 6hours  
Recoat Time -16-18 hours  
ANALYSIS: 6100 series  
Titanium Dioxide 21.4%  
Calcium Carbonate 6.6%  
Silicates 3.3%  
Alkyd Resin 32.9% Poly-Urethane Modified 25%  
Mineral Spirits & Drier 35.8%

1. Gate Posts - The gate posts shall be steel pipe according to ASTM 120 Schedule 40 pipe specifications. The post sizes shall be 3" O.D. for 4' single gate and 6.62" O.D. for 10' double gate.
  2. Gate Hinges - Gate hinges of malleable iron shall be such as to permit the gates to swing inward through 180 degrees and back against the fence where gate stops (hold backs) shall be provided.
  3. Gate Frames - Gate frames shall be 2 inch O.D. steel pipe according to ASTM 120 Schedule 40 pipe specifications. The mid-rail and brace rail shall be 1-5/8 inch O.D. steel pipe. All comers shall be securely welded or fitted with malleable iron castings. The frames shall be properly braced to prevent sagging.
  4. Fabric - The fabric on the gates shall be the same color and gauge as used for the fence. The fabric shall be fastened in the frame on all four sides by means of adjustable hook bolts and tension rods
- N. Locking Devices - The gates shall be equipped with a locking device of a type which will insure that the gate be positively secured in the closed position after a padlock has been properly affixed and shall be approved by the Owner's Representative before installation. Also there shall be a properly aligned device which will engage with a center block. The drop bar shall be so arranged that its release from the center block cannot be affected without unlocking the gate. The Contractor shall furnish one padlock for each double gate for use during construction operations. Upon completion of the work, the County shall furnish and attach a #12 stainless steel chain, 9 inches long, to the gate for future attachment of the County padlock.
- O. Center Block - The center block is to be provided to engage the drop bar under the gate, below and in line with the drop bar when the gate is in normal closed position. The center block, preferably a channel type, shall be such that it may be easily cleaned out. A pipe center block shall not be used.

### 2.03 ACCESSORIES

- A. Caps: Cast steel galvanized sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.



## **SECTION 02831-CHAIN LINK FENCES AND GATES**

- C. Gate Hardware: Fork latch with gravity drop Center gate stop and drop rod 3 degree gate hinges per leaf.

### **2.04 FINISHES**

- A. Components and Fabric: Vinyl coating, black color over coating of 1.8 oz/sq ft galvanizing.
- B. Vinyl Components: Black color or as selected by Owner.
- C. Hardware: Galvanized to ASTM A153, 1.8 oz/sq ft coating
- D. Accessories: Same finish as fabric.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. The fabric shall be fastened to the line posts and braces with 9 gauge vinyl-clad zinc coated wire clips or an equivalent thereof, spaced not more than 12 inches on center. It shall be attached to the bottom, mid and top rails by means of a 9 gauge vinyl-clad zinc coated wire, spaced at intervals of 18 inches.
- B. The fabric shall be secured to all corner, gate and terminal posts with stretches or tension bars fastened to posts and vinyl-clad steel bands at 12 inch intervals with all terminal adjustments completely housed.
- C. The Contractor shall use concrete footings as shown on the plans and the posts shall be set plumb in the footings.
- D. Painting:
  - 1. Prior to painting, the surface shall be prepared by removing grease, oil, dirt and other foreign substances with mineral spirits or by other approved degreasing methods.
  - 2. Apply one coat of primer – Allpro "Super Stikit - Anticorrosive White - 6191 Series" as distributed by Orange Front Paint Supply or approved equal.
  - 3. Apply two finish coats - Allpro 6100 Series - color to be black, as distributed by Orange Front Paint Supply or approved equal.
  - 4. All coats shall be applied evenly. The cost of painting shall be included in the price bid for the contract item for fencing.
- E. Footings - All gate posts shall be set plumb in concrete piers of the depths and sizes shown. The concrete shall be Suffolk County Standard 4,000 pound concrete 1-2-4

## **SECTION 02831-CHAIN LINK FENCES AND GATES**

mix as specified under the Standard Specifications, but payment shall be under this item. Piers shall be cast rough in the ground. After the posts have been set in place and properly supported to hold them to line and grade, the remaining spaces shall be filled with grout consisting of one part cement and two parts sand, struck smooth. Excavation and backfilling for piers is included hereunder.

- F. Bottom Clearance - The bottom of the gates shall clear the finished grade by approximately two (2) inches. The clearance under the gates in the closed position is not to exceed three (3) inches.

### **3.02 SCHEDULES**

- A. Fence and gate dimensions shall be as indicated on plans.
- B. Acceptance of grade and surface.
- C. Make test holes where indicated, to verify proper placement and thickness of topsoil.

END OF SECTION 02831

## **SECTION 02920-TOPSOIL**

### **PART 1 – GENERAL**

#### **1.01 DESCRIPTION**

- A. Contractor shall provide all labor, materials, equipment and incidentals as required to install topsoil as specified herein.

#### **1.02 RELATED WORK**

- A. Section 02930 - Seeding.
- B. Section 02935 – Fertilizer, Soil Amendments, and Mulch.

#### **1.03 QUALITY CONTROL INSPECTION**

- A. Topsoil used on the project shall be approved by the Owner's Representative prior to delivery to the site and prior to placement.
- B. Source of topsoil used on the project shall be subject to review and approval by Owner's Representative. All approved topsoil shall be supplied from the same source.
- C. Finished grading Tolerance:
  - 1. Plus/minus 1 inch from required elevations.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. Topsoil:
  - 1. Topsoil shall be natural, fertile, agricultural soil, capable of sustaining vigorous plant growth. Topsoil shall be of uniform composition throughout and without admixtures of subsoil, and free from hard clods, roots, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material that may be toxic or deleterious to plant growth.
  - 2. Topsoil shall contain not less than 4 percent, nor more than 20 percent organic matter determined by the wet combustion method (chronic acid reduction). Organic matter content may not be reached by the addition of sewage sludge or any by-product of sewage operations. The acidity range shall not be less than pH 5.5 nor higher than 7.0.

## **SECTION 02920-TOPSOIL**

3. The mechanical analysis of the soil shall be as follows:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
2"	100
1"	85-100
¼"	65-100
No. 200 Mesh	20-80

### **PART 3 – EXECUTION**

#### **3.01 PREPARATION**

- A. Correct, adjust and repair rough graded areas.
  - 1. Cut off mounds and ridges
  - 2. Fill gullies and depressions.
- B. Loosen surface to a minimum depth of 2 in.
- C. Remove stones and debris over 1 in. in any dimension.

#### **3.02 STOCK PILING**

- A. Topsoil shall be stockpiled at a location and in a manner approved by the Owner's Representative.

#### **3.03 PLACING TOPSOIL**

- A. Topsoil shall be spread only during dry weather conditions.
- B. Do not place topsoil when subgrade is wet or frozen enough to cause clodding.
- C. To ensure proper bond with topsoil, harrow, or otherwise loosen subgrade to a depth of 3 inches before spreading topsoil.
- D. Spread topsoil to minimum compacted depth of 6 inches for disturbed earth areas.
- E. Make finished surface free of stones, sticks, or other material 1 inch or more in any dimension.
- F. Make finished surface smooth and true to required grades.
- G. Restore areas occupied by stockpiles to condition of rest of finished work.

## **SECTION 02920-TOPSOIL**

### **3.04 ACCEPTANCE**

- A. Upon completion of topsoiling, the Contractor shall obtain Owner's Representative acceptance of grade and surface.
- B. Make test holes where indicated, to verify proper placement and thickness of topsoil.

### **3.05 MEASUREMENT**

- A. If quantity is less than or greater than the work indicated in the Contract Documents, the Contract sum will be adjusted by a change Order at time of final payment.

END OF SECTION 02920

**SECTION 02920-TOPSOIL**

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## **SECTION 02930 - SEEDING**

### **PART 1 – GENERAL**

#### **1.01 SCOPE OF WORK**

- A. Contractor shall provide all labor, materials, equipment and incidentals as required to install seed and related work at the locations shown on the Contract Drawings and as specified herein.

#### **1.02 RELATED WORK**

- A. Section 02920 - Topsoil.
- B. Section 02935 – Fertilizer, Soil Amendments, and Mulch.

#### **1.03 SUBMITTALS**

- A. Submit seed mixture in accordance with Section 01300.

#### **1.04 DELIVER, STORAGE, AND HANDING**

- A. Deliver seed in standard scaled containers labeled with producer's name and seed analysis, and in accordance with US Department of Agriculture Rules and Regulations under the Federal Seed Act.
- B. Store all seed at the site in a cool dry place as approved by the Owner's Representative, Replace any seed damaged during storage.

#### **1.05 SCHEDULING**

- A. Seeding shall be conducted between April 1<sup>st</sup> and May 15<sup>th</sup> or between August 15<sup>th</sup> and October 1<sup>st</sup>, except as otherwise approved in writing by the Owner's Representative.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. Seed: Contractor shall apply seed or seed mixture at locations as shown on the Contract Drawings and at the application rate recommended by the manufacturer. All seed must meet all applicable state and federal regulations and must include labeling indicating the supplier, formulation, germination rates, and seed date. Seed may be subject to re-testing by a certified lab. Contractor shall submit a copy of the seed label for approval by the Owner's Representative. Contractor shall assume all risk when seed is sowed prior to approval of the seed analysis.

## SECTION 02930 - SEEDING

- B. Fertilizer and other soil amendments: Fertilizer and other soils amendments shall be specified in Section 02935.
- C. Mulch: Mulch shall be as specified in Section 02935.

## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. Clearing and Rough Grading of Seed Bed: The area to be seeded shall be free of surface irregularities and shall be roughly graded to the proper elevation free of variations, bumps, ridges, and depressions which will hold water. The area shall be cleared of sticks, stones, litter or other objectionable materials 1 inch or greater in size. The Contractor shall scarify all disturbed areas to a depth of 3 to 6 inches. In areas of excessive compaction or areas where frequent access by heavy equipment or trucks has caused compaction, the Contractor shall scarify the soil to a depth of 12 inches. No areas shall be compacted.
- B. Timing: All seeding shall be done on dry or moderately dry soil and at times when the wind does not exceed a velocity of 5 miles per hour.
- C. Seeding Method:
  - 1. Hydro-seeding: Hydro-seeding is the application of a combination of seed, fertilizer, and mulch in a slurry mixture. Hydro-seeding mixtures shall be prepared on site, and applied immediately, utilizing an approved hydro-seeder and at the application mixture and rate recommended by the manufacturer. No seed/mulch mix that has been left in the seeder for more than eight (8) hours shall be used.
  - 2. Dry Seeding: Dry seeding includes the use of conventional drop or broadcast spreaders. Dry seed applications shall be incorporated into the subsoil at a rate recommended by the manufacturer. Upon seeding, the Contractor shall use a weighted roller over the area to provide for good seed to soil contact. Where practical, seed shall be applied in two (2) directions and perpendicular to each other and at half the seeding rate in each direction.
  - 3. Drill/Cultipacker: Drill/Cultipacker seeding is the use of mechanized spreaders that apply and cover seed with soil. Seeding's completed by Cultipacker shall bury the seed to a minimum depth of inches and the seedbed shall be firm after planting. Where practical, seed shall be applied in two (2) directions and perpendicular to each other and at half of the seeding rate in each direction
- D. Fertilizing: Fertilizer shall be applied as specified in Section 02935 after seeding or in combination with seeding, if hydro-seeding is utilized.



## **SECTION 02930 - SEEDING**

- E. Mulching: All areas shall be mulched immediately upon completion of the seeding operations, as specified in Section 02935 or in combination with seeding, if hydro-seeding is utilized.

### **3.02 FINAL ACCEPTANCE AND WARRANTY**

- A. Final acceptance of seeded area shall be granted when a uniform stand of acceptable plant material is obtained, with a minimum of 95 percent coverage. Portions of the seeded areas may be accepted at various times at the discretion of the Owner's Representative.
- B. Unacceptable seed areas, dry seeding application: Contractor shall reseed as specified and fertilize at one-half the specified rate.
- C. Unacceptable lawn areas, hydro-seeding application: Contractor shall reseed, fertilize, and mulch at one-half the specified rate, use full water rate.
- D. Upon accepted, the Owner shall assume all maintenance responsibilities.
- E. Warranty: Areas that fail to germinate or that exhibit poor growth (as determined by the Owner's Representative) within a period of one (1) year shall be reseeded with the original mixture at the Contractor's expense until all the designated areas are properly covered.

### **3.03 MEASUREMENT**

- A. Contractor shall not exceed quantity indicated in the Contract Documents.
- B. If quantity is less than or greater than the work indicated in the Contract Documents, the Contract sum will be adjusted by a Change Order at the time of the final payment.

END OF SECTION 02930

**SECTION 02930 - SEEDING**

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## **SECTION 02935 – FERTILIZER, SOIL AMENDMENTS, AND MULCH**

### **PART 1 – GENERAL**

#### **1.01 SCOPE OF WORK**

- A. Contractor shall provide all labor, materials, equipment and incidentals as required to apply fertilizer, soil amendments, and mulch to the planting and seeding areas indicated on the Contract Drawings as specified herein and as directed by the Owner's Representative.

#### **1.02 RELATED WORK**

- A. Section 02920 - Topsoil.
- B. Section 02930 – Seeding.

#### **1.03 SUBMITTALS**

- A. Submit manufacture's data and mixture contents for fertilizer, soil amendments, and mulch in accordance with Section 01300.

### **PART 2 - PRODUCTS**

#### **2.01 MULCH**

- A. Straw Mulch - Straw mulch shall consist of well-threshed wheat, rye, or oak straw. Mulch must be free of mold and noxious weeds and shall not be musty, caked, decayed, or excessively dusty. Low-grade materials unfit for farm use such as "U.S. sample grade" shall be acceptable. Weight shall be calculated based on the material having not more than 15 percent moisture content.
- B. Bark or Wood Chips - Wood chips shall not exceed 80 mm in the greatest dimension. Chips shall be derived from green hardwood or softwood or unadulterated construction and/or demolition waste wood. Chips shall be free from leaves, young growth, unchipped branches, twigs 50 mm or less in diameter, wood shavings, sawdust or foreign materials such as stones, nails, plastic, etc. Wood chips derived from construction and/or demolition waste wood shall not be contaminated with paint, chemicals, shingles, glass, nails, etc.

#### **2.02 MULCH ANCHORAGE**

- A. Mulch anchorage shall be approved non-staining, commercially available products that are specifically formulated for the purpose of anchoring or tacking hay or straw mulches. The materials shall be mixed and applied in accordance with the manufacturer's instructions. The materials shall be provided in the manufacturer's standard containers with the name of the material, the manufacturer's name, and the

## SECTION 02935 – FERTILIZER, SOIL AMENDMENTS, AND MULCH

instructions for mixing and application appearing on each container. Owner's Representative shall reject any materials that have become wet, caked or otherwise unfit for use.

### 2.03 FERTILIZERS

- A. Fertilizers may be either fluid or dry formulations of commercial carriers of available plant nutrients. Fertilizers shall be in the manufacturer's standard containers. Containers shall not weigh more than 45 kg and shall include a label stating the name of the material, the net weight of the contents, the manufacturer's name, and the guaranteed analysis of the fertilizer. Labels on containers of fluid fertilizers shall state the net volume of the container. Bulk delivery of fertilizer shall be accompanied by the manufacturer's certificate stating the name of the manufacturer, the guaranteed analysis and the weight of the shipment. Certificates accompanying bulk deliveries of fluid fertilizers shall also state the net volume of the shipment. Owner's Representative reserves the right to reject any material that has become caked or otherwise damaged.

## PART 3 – EXECUTION

### 3.01 MULCHING

- A. Where specified for seeding and bedding areas, mulch shall be applied within a day after seeding or planting and shall provide a uniform cover. When straw mulch is specified, Contractor shall provide mulch anchoring. Anchoring may be accomplished by mechanical equipment designed to punch and anchor mulch or by the use of a liquid binder. When liquid binders are used, they shall be applied at a uniform rate as provided for in the manufacturer's directions. Contractor shall provide Owner's Representative with a copy of the manufacturer's literature prior to use of any liquid binder. Mulch shall be applied at the rate shown in the table below. In areas where plant materials are to be installed at a later date, Contractor shall apply a heavy layer of mulch to provide temporary protection to the disturbed surface. Temporary mulch shall be applied at the rate shown in the table below.

	Application Rate Lbs/Acre	Application Rate Lbs/1000 sq.ft.
Temporary Mulching	2,000	45.9
Permanent Mulching	1,500	34.5

### 3.02 FERTILIZING

- A. Fertilizers shall be of uniform composition and shall be suitable for accurate application by approved equipment. Fertilizers shall be delivered to the site in the manufacturer's packaging and shall meet all applicable state and federal labeling laws. The manufacturer's name, fertilizer formulation, and other required

## **SECTION 02935 – FERTILIZER, SOIL AMENDMENTS, AND MULCH**

information shall be clearly marked on the packaging.

### **3.03 WARRANTEE**

- A. Fertilizer, soil amendments, and/or mulch shall be reapplied to the planting and seeding areas that fail to germinate or that exhibit poor growth (as determined by the Owner's Representative) within a period of one (1) year. These areas shall also be re-seeded as specified in Section 02930 and at the Contractor's expense until all the designated areas are properly covered.

### **3.4 MEASUREMENT**

- A. The Contractor shall not exceed quantity indicated in the Contract Documents.
- B. If the quantity is less than or greater than the work indicated in the Contract Documents, the Contract sum will be adjusted by a Change Order at the time of final payment.

END OF SECTION 02935

**SECTION 02935 – FERTILIZER, SOIL AMENDMENTS, AND MULCH**

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## **SECTION 03200 - CONCRETE REINFORCEMENT**

### **PART 1 - GENERAL**

#### **1.01 - SECTION INCLUDES**

- A. Reinforcing steel bars, wire fabric and accessories for cast-in-place concrete.

#### **1.02 - RELATED SECTIONS**

- A. Section 03300 - Cast-in-Place Concrete.

#### **1.03 - REFERENCES**

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. ACI SP-66 - Detailing Manual.
- D. ANSI/ASTM A185 - Steel Welded Wire Reinforcement, Plain, for Concrete.
- E. ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.
- F. ASTM A615 - Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- G. ASTM A775 - Epoxy-Coated Reinforcing Steel Bars.
- H. CRSI - Concrete Reinforcing Steel Institute Manual of Practice.
- I. CRSI 63 - Recommended Practice For Placing Reinforcing Bars.
- J. CRSI 65 - Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.

#### **1.04 - SUBMITTALS**

- A. Submit under provisions of Section 01300.
- B. Shop Drawings: Indicate bar sizes, spacing's, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules and supporting and spacing devices and lap joints.
- C. Manufacturer's Certificate: Certify that materials meet or exceed specified requirements.

## **SECTION 03200 - CONCRETE REINFORCEMENT**

### **1.05 - QUALITY ASSURANCE**

- A. Perform work in accordance with CRSI 63, 65 and Manual of Practice.
- B. Submit certified copies of mill test report of reinforcement materials analysis.

### **1.06 - QUALIFICATIONS**

- A. Design reinforcement under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the project is located.

### **1.07 - COORDINATION**

- A. Coordinate work under provisions of Division 1.
- B. Coordinate with placement of formwork, formed openings, joints and other work.

## **PART 2 - PRODUCTS**

### **2.01 - MATERIALS**

- A. Reinforcing Steel: ASTM A615, 60 psi (414 MPa) yield grade; deformed billet steel bars, epoxy coated finish.
- B. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets; epoxy coated finish.

### **2.02 - ACCESSORIES**

- A. Tie Wire: 16 gage (1.6 mm) annealed type.
- B. Chairs, Bolsters, Bar Supports, and Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.

### **2.03 - FABRICATION**

- A. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice.
- B. Weld reinforcement in accordance with ANSI/AWS D1.4. Welding is required only on No. 11 (36 mm) bars and larger.
- C. For epoxy coated reinforcement, clean surfaces, weld and re-protect welded joint in accordance with manufacturer's instructions and re-protect all field cuts and



## **SECTION 03200 - CONCRETE REINFORCEMENT**

scratches.

### **PART 3 - EXECUTION**

#### **3.01 - INSTALLATION**

- A. Install all reinforcement in accordance with approved shop drawings.
- B. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- C. Do not displace or damage vapor barrier.
- D. Accommodate placement of formed openings.
- E. Conform to applicable code(s) for concrete cover over reinforcement.
- F. Locate reinforcing splices not indicated on the plans, at point of minimum stress. Review location of splices with Engineer.
- G. Splice overlap shall be a minimum length of 40 diameters.
- H. Dowels shall be placed such that one end of the dowel is greased or set in a capped sleeve to allow longitudinal movement between it and one slab.

#### **3.02 - FIELD QUALITY CONTROL**

- A. Field inspection will be performed under provisions of Section 01400.

END OF SECTION 03200

## **SECTION 03200 - CONCRETE REINFORCEMENT**

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## **SECTION 03300 – CAST-IN-PLACE CONCRETE**

### **PART 1 GENERAL**

#### **1.01 GENERAL REQUIREMENTS**

- A. All work and materials shall conform to applicable provisions of all local Building Laws and Code, "Requirements for Reinforced Concrete," (A.C.I. 318, latest revision). The more stringent of the two (2) (Building Code or A.C.I. 318) shall be deemed applicable if conflicting provisions occur. Where A.S.T.M. Designations are referred to, the most recent edition of that designation shall apply. All concrete work shall be in conformity with best industry standards and practices, and A.C.I. recommendations.

#### **1.02 SCOPE**

- A. The Specifications in this section cover the general work necessary to furnish and install cast in place concrete, as shown on the Contract Drawings and as specified herein. All cast in place concrete shall be air-entrained. Only concrete from an approved plant shall be permitted. Batch tickets shall be presented to the Owner's Representative.
- B. Prior to commencement of any concrete work, a meeting may be called by the Owner's Representative to review concrete requirements for the Project. The meeting shall be attended by the concrete supplier, concrete subcontractor, testing company, admixture supplier, and the Contractor. Mix designs and procedures will be reviewed at this meeting.

#### **1.03 RELATED WORK**

- A. Section 02231 -Aggregate Base Course.

### **PART 2 PRODUCTS**

#### **2.01 CEMENT**

- A. All cement used shall be Portland Cement, Type II, of a brand which has been on the market and used successfully for at least 5 years in Projects similar in size and character to that contemplated herein. Contractor shall obtain the approval of the brand before ordering cement and, except as otherwise approved, all cement shall be supplied from the same source.
- B. All cement shall be dry, free from lumps, and shall conform to the current Standard Specifications for Portland Cement, A.S.T.M. Designation C 150, and the current standard specifications for Air-Entraining Portland Cement, A.S.T.M. Designation C 175.

## **SECTION 03300 – CAST-IN-PLACE CONCRETE**

### **2.02 AGGREGATES**

- A. Fine and coarse aggregates shall conform to A.S.T.M. C 33, Standard Specifications for Concrete Aggregates.
- B. Coarse aggregate shall be broken bluestone,  $\frac{3}{4}$  inch nominal top size. Gravel or Bank Run shall not be used.
- C. The methods used in piling and handling of aggregate shall be such that segregation of the several sized particles will not occur. Fine and coarse aggregates shall be kept separate prior to their admission into the concrete mixer, and shall be kept clean and free from foreign substances. Fine aggregate shall be stockpiled at least 24 hours before use. Adequate storage capacity shall be provided at the source of supply or at the site of the work so that sufficient aggregate of each kind is available at all times.
- D. When aggregates to be employed have been approved, Contractor shall secure his entire supply from the same source so as to maintain the same quality and grading throughout the progress of the Work. Should it become necessary to change the source or characteristics of the material to be used, this shall only be done after additional proportioning and other tests have been completed for the new material and the same have been approved.

### **2.03 WATER**

- A. Mixing water shall be clean and free from injurious amounts of oils, acids, alkalines, organic material or other deleterious substances. Only potable water shall be used for concrete.

### **2.04 ADMIXTURES**

- A. Superplasticizer - Admixture shall conform to ASTM C 494, and is required to maintain workability while maintaining a low water-cement ratio. Superplasticizer shall be as manufactured by Grace concrete products, Master builder concrete products, or approved equal.
- B. Air Entrainer - Admixture shall conform to ASTM C260, and is required to provide resistance to freezing and thawing. Air entraining admixture shall be as manufactured by Grace concrete products, or Master builder concrete products, or approved equal.

### **2.05 PROPORTIONING**

- A. The aggregate, cement, water, air entraining agent and water reducing admixture shall be proportioned in accordance with A.C.I. 613, "Recommended Practice for Selecting Proportions for Concrete" to form a dense and high structural strength concrete.

## **SECTION 03300 – CAST-IN-PLACE CONCRETE**

- B. Water - cement ratio shall not exceed 0.48.
- C. The compressive strength of 28-day concrete shall not be less than 4,000 P.S.I.
- D. Slump shall be maintained at an average of 4 inches  $\pm$  1 inch before the addition of the superplasticizer, to secure proper placement and compaction of concrete, however, the final slump shall not exceed 7 inches' maximum.
- E. Incorporate superplasticizer admixture and air-entraining admixture in all concrete. Air content shall be 6 percent with a tolerance of plus or minus 1 percent.
- F. The mix shall be of such consistency that it can be readily placed, will not segregate, will thoroughly surround the steel where required, and form a concrete free of honeycombs or voids.

### **2.06 REINFORCEMENT BARS**

- A. Reinforcement bars and welded wire fabric shall be epoxy coated steel reinforcement, Grade 60, in accordance with A.S.T.M. A 615 and A 775 and A 185. All bar supports (chairs, etc.) shall be epoxy coated.

## **PART 3 -EXECUTION**

### **3.01 INSPECTION AND TESTING**

- A. During the progress of the Work, at least five (5) test cylinders shall be made and stored in accordance with A.S.T.M. C 31, and tested in accordance with A.S.T.M. Designation C 39. One (1) of the specimens shall be tested after 7 days and two (2) cylinders after 28 days. The seven-day strength shall have an approximate strength of 70 percent of the 28 days' concrete. All test cylinders shall be made on the site by personnel from an approved independent testing laboratory. All tests shall be performed by an approved independent testing laboratory at the expense of the Contractor.
- B. One (1) slump test shall be conducted from each truckload, or batch, of concrete to be poured and from each batch from which a cylinder is taken, or as designated by the Owner's Representative. Slump tests of concrete shall be performed in accordance with A.S.T.M. Designation C 143, by the approved independent laboratory personnel on the site.
- C. Where test cylinder strength falls below the required strength, the Contractor shall remove the defective concrete and replace it with new concrete meeting the requirements of the Specifications.

## **SECTION 03300 – CAST-IN-PLACE CONCRETE**

- D. All expenses in connection with the concrete testing as required by these Specifications shall be borne by the Contractor. After careful study by the Owner's Representative, it may be deemed that payments for concrete shall be made in the same proportion as the tested core strength 28-day test bears to the specified strength.

### **3.02 FORMING**

- A. Forms shall be of such cross section and strength and so secured as to resist the pressure of the concrete when placed and the impact and vibration of any equipment they support, without springing or settlement. The method of connection between sections shall be such that the joints shall not move any direction. The maximum deviation of the top surface shall not exceed ¼ inch in 10 feet.
- B. Form ties shall be of the snap cone type. Ties shall be manufactured by Symons or approved equal.

### **3.03 SETTING FORMS**

- A. The subgrade under the forms shall be compacted and cut to grade so that the form, when set, will be uniformly supported for their entire length at the proper elevation. All forms shall be cleaned and treated with release agents each time they are used.

### **3.04 GRADE, ALIGNMENT AND REMOVAL OF FORMS**

- A. The Contractor shall check and correct alignment and grade elevations of the forms immediately before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.
- B. When forms are removed, if any voids are discovered the defective work shall be removed and the space refilled with suitable material. Voids caused by the removal of cone type snap ties shall be filled by an approved hydraulic cement.

### **3.05 MIXING**

- A. Unless specifically permitted in writing by the Owner's Representative, all concrete shall be prepared at a batching-plant and delivered in truck mixers. The batching-plant shall be computer operated and the equipment shall be subject to the approval of the Owner's Representative. The mixing plant shall have accurate weighing devices for measuring separately, cement and aggregates, and accurate means for quickly determining surface moisture of aggregates and allowing for adjustments. Means shall be available at the batching-plant for heating ingredients so that the concrete shall reach the forms at the specified temperatures. Truck mixers shall be of modern construction of the drum type and be equipped with separate water tanks with accurate gauges and locks.
- B. Each batch of concrete delivered to the site in a truck mixer shall be mixed not less

## **SECTION 03300 – CAST-IN-PLACE CONCRETE**

than 50, no more than 150, revolutions of the drum at a rate of rotation specified by the manufacturer as mixing speed. Additional mixing, if any, shall be done at a slower speed specified by the manufacturer for agitation. The size of any batch shall not exceed the rated capacity of the mixer as stated by the manufacturer and stamped on metal in a prominent place on the mixer.

- C. The Contractor shall advise the Owner's Representative 48 hours in advance relative to pouring operations. The Contractor shall also notify the approved testing laboratory 48 hours in advance of pouring so arrangements can be made for observation and testing.
- D. Drivers of mixing trucks shall deliver to the Owner's Representative at the site a computerized load ticket for each batch of concrete. These tickets shall be furnished for each batch of concrete. These tickets shall show for each batch the date, time of adding cement to the aggregates, the yardage of concrete contained, the individual weights of cement, sand and stone, the number of quarts of admixture and the total gallons of water contained in the aggregate as surface moisture.
- E. No hand mixing of the concrete will be permitted unless specific written permission is obtained from the Owner's Representative.

### **3.06 DEPOSITING -PLACING**

- A. No concrete shall be deposited in or under water nor on muddy or frozen ground. Subgrade shall be moist at the time concrete is placed
- B. When air temperature is below 50°F, all concrete pours shall be performed only with the permission of the Owner's Representative. The concrete shall, under all conditions be delivered to forms at a temperature of at least 70°F, and not in excess of 85°F. Thereafter, the concrete shall be maintained at a temperature of at least 60°F for a period of 3 days, or at a lower temperature for a longer period, but the concrete shall not be allowed to reach a temperature of less than 50°F for at least 7 days after pouring. No concrete shall be placed on, or against frozen surfaces.
- C. When concrete has cured for 7 days and if the air temperature may drop below 35°F insulated curing blankets, or other suitable material shall be provided along the line of work. Whenever the air temperature may reach the freezing point during the day or night, the material shall be spread over the concrete deep enough to prevent freezing of the concrete. Concrete shall be protected from freezing temperature until it is at least 10 days old. Concrete injured by frost action shall be removed and replaced at the Contractor's expense.
- D. Formwork and trenches will be free of water and debris. Drainage shall be arranged so that water does not pass through concrete and wash the cement from the mixture. Where concrete is to be placed directly on earth, care shall be exercised to prevent the admixture of earth with concrete. Earth, which has been puddled or loosened, shall

## **SECTION 03300 – CAST-IN-PLACE CONCRETE**

be removed just prior to placing of concrete.

- E. Concrete shall be handled from the mixer to the place of final deposit as expeditiously as possible, and in such a manner as will not cause separation or loss of any of the mixture.
- F. Concrete shall be evenly distributed in the forms, and shall not be piled up and rehandled, nor flowed in the forms. Where chutes are used for placing the concrete, they shall be of metal and have a curved invert. Chutes shall be of minimum practical length, and shall not be placed in such a manner as to cause separation of the ingredients.
- G. Concrete shall be placed continuously until a unit is completed.
- H. All reinforcements shall be in place before commencing the placement of concrete and shall be rigidly fastened in such a manner as not to be shifted by the pouring operation. All castings, sleeves, pipe works, conduits, etc., shall be in place before concrete is poured.
- I. Joints shall be made where noted on the Contract Drawings or where designated by the Owner's Representative. Construction joints shall be as hereafter specified or detailed on the Contract Drawings.
- J. Concrete, during and immediately after disposition, shall be thoroughly spaded. All concrete shall be spaded with a mechanical device and vibrated into place, so that there will be no voids or honeycombing in the completed Work. Vibrators shall be of the internal type of approved design for the type of work to be performed. An adequate number of vibrators, with sufficient standby units, including gas engines, generators, and motors, shall be maintained at the site to insure uninterrupted placing of each pour of concrete. The number and design of vibrator units shall be subject to the approval of the Owner's Representative. Only workmen skilled in the use of this equipment shall be employed on this work.

### **3.07 CONSOLIDATION AND FINISHING**

- A. The sequence of operations shall be strike-off and consolidation, floating if necessary, straight edging and final surface finish.
- B. In general, adding water or "blessing", to the surface of the concrete to assist in finishing operations shall not be permitted. If it is permitted, it shall be applied as a fog spray with approved spray equipment.

### **3.08 CURING**

- A. Contractor shall obtain approval for the type and method of curing to be employed. Concrete shall be cured by protecting it against loss of moisture, rapid temperature



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- change, and mechanical injury for at least 3 days after placement. Moist curing, waterproof paper, white polyethylene sheeting, liquid membrane compound, or a combination thereof may be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by whatever curing medium is applicable to local conditions and approved by the Owner's Representative. The edges of concrete walls, exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab surface. Contractor shall have at hand and ready to install before actual placement begins, the equipment needed for adequate curing.
- B. Moist Curing: Moist curing shall be accomplished by a covering of burlap or other approved fabric mat used singly or in combination. Curing mats shall be thoroughly wet for the duration of the moist-curing period. Burlap or fabric mats shall be long enough to cover the entire width and edges of the concrete and lapped at joints to prevent drying between adjacent sheets.
  - C. Waterproof Paper or White Polyethylene: Waterproof paper or white polyethylene sheets shall be in pieces large enough to cover the entire width and edges of the concrete and shall be lapped not less than 18 inches. The paper or polyethylene shall be adequately weighted to prevent displacement or billowing due to wind, and material folded down over the side of the concrete edges shall be secured by a continuous bank of earth. Tears or holes appearing in the paper or polyethylene during the curing period shall be immediately repaired.
  - D. Membrane: The membrane method of curing shall be applied behind the final finishing operation after all free water has disappeared from the surface. Complete and uniform coverage at the required rate of 150 square feet per gallon shall be required. The compound shall be kept agitated to prevent the pigment from settling, and it shall be applied to the concrete edges immediately after the forms have been removed. Membrane curing will not be permitted in frost-affected areas on paving that will be exposed to de-icing chemicals within 30 days after completion of the curing period.

### **3.09 JOINT FILLER**

- A. Expansion joint material shall be premolded, asphalt impregnated fiber board, manufactured and supplied in accordance with ASTM D 1751.
- B. Expansion joint material shall be installed where shown on the Contract Drawings and/or as directed by the Owner's Representative and in accordance with the provisions of these Specifications.

### **3.10 REINFORCEMENT**

- A. Contractor shall submit detailed drawings showing the bending schedule and weight,

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shape, and diameter of bars he intends to provide before work is commenced.

- B. Reinforcement steel shall be accurately positioned and secured against displacement by using annealed iron wire of not less than No. 18 gauge, or suitable clips at intersections, and shall be supported by concrete, metal chair, or metal hangers. All reinforcing steel, chairs, bolsters and other supports shall be epoxy coated.
- C. All bars shall be perfectly cleaned of all dirt, grease, scale, rust or paint and other foreign matter before placing them in the forms and care shall be taken to keep them in this condition until concrete is placed, except as otherwise required.
- D. In all work built in forms, in which the horizontal bars run farther than the lengths of the forms for that particular section of the work, the headers against which the work ends shall be perforated at the proper place and the bars shall project through the same for the minimum distance required as noted on the Contract Drawings.
- E. Steel reinforcing bars shall meet the requirements of ASTM A 615, Grade 60 for plain billet steel reinforcement, and ASTM A 775, Grade 60 for epoxy coated reinforcement.
- F. All reinforcing steel, unless otherwise noted shall be in accordance with the latest ACI code.
- G. Welded wire fabric shall meet the requirements of ASTM A 185.

### **3.11 FIELD BENDING**

- A. Field bending shall be done by cold methods only. Direct heating of the bars shall not be permitted.
- B. Field bending operations shall be allowed only when ambient and bar temperatures are 40°F or greater. When lower temperatures prevail, the Contractor may supply, for field bending operations, a fully enclosed space that is heated and constructed to the satisfaction of the Owner's Representative. No additional payment will be made for such an enclosure.

### **3.12 SPLICES**

- A. Splices shall be permitted as shown on the Contract Drawings and/or as directed by the Owner's Representative. Should the Contractor desire to splice bars at locations other than those shown on the Contract Drawings, approval to do so shall first be obtained from the Owner's Representative. Such permitted splices shall be well distributed, or located, at points of low tensile stress. Splices shall not be permitted unless a minimum of two (2) inches can be provided between the spliced bar and the nearest adjacent bar.

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- B. Splices for bars No. 11, or smaller, shall be made by placing the bars in contact and wiring them together for the full length of the splice.

### **3.13 CONCRETE PROTECTION FOR REINFORCEMENT**

- A. The following minimum concrete cover (inches) shall be provided for reinforcement:

1. Concrete cast against permanently exposed to earth	3"
2. Concrete exposed to earth, weather, or liquid	2"
3. Concrete not exposed to weather or in contact with ground	1"
4. Slab, Walls	1"
5. Beams, Columns	1 – 2"
6. Exterior Slabs	2"

### **3.14 WATERSTOPS**

- A. Premolded water stops shall be extruded from an elastomeric plastic compound, the basic resin of which shall be polyvinylchloride (PVC). No reclaimed PVC shall be used. Water stops shall be of the dumbbell type with a web thickness of 3/8 inch, a bulb diameter of 3/4 inch, and a minimum total width of 6 inches. The tensile strength of the water stops shall range from 2,000 psi and elongation shall be 50 percent, all when tested in accordance with ASTM D 412. The water stops shall have a Shore A durometer hardness of  $82 \pm 4$  when tested in accordance with ASTM D 2240. The water stops shall be furnished with complete manufacturer's instruction for field splicing. The type, size, length of all water stops shall be indicated on the submitted shop drawings.
- B. Each piece of premoulded water stop shall be of maximum practicable length in order that end joints will be held to a minimum. Splices in the continuity or at intersections of runs of water stops shall be performed by heat sealing the adjacent surfaces in accordance with the approved manufacturer's recommendations. All intersection splices shall be prefabricated at the manufacturer's plant or on a bench in a field shop.
- C. Water stops shall be provided at locations as shown on the Contract Drawings and at all vertical and horizontal construction joints in areas adjacent to those shown on the Contract Drawings.
- D. All water stops shall be installed so as to form a continuous watertight diaphragm in each joint. Adequate provision shall be made to support and completely protect water stops during progress of the Work. Suitable guards shall be provided to protect exposed projecting edges and ends of partially embedded water stops from mechanical damage during periods of low temperature when concrete placement has been discontinued.

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### **3.15 EPOXY REPAIR MORTAR**

- A. Epoxy repair mortar for spillway spall repairs shall be Thorite general purpose concrete restoration as manufactured by Thoro Products, Harris Specialty Chemicals, Inc. or approved equal.
- B. Bonding agent shall be acryl 60 as manufactured by Thoro Products, Harris Specialty Chemicals, Inc. or approved equal.
- C. Surface preparation, mixing, application and curing shall be in accordance with the manufacturer's recommendations and the Contract Drawings.

### **3.16 MEASUREMENT**

- A. Contractor shall not exceed quantity indicated by numeric units in the Contract Documents (i.e., unit price bid). Contractor shall notify Owner's Representative when quantity approaches quantity indicated.
- B. If quantity is less than or greater than the numeric units of Work indicated in the Contract Documents, the Contract sum will be adjusted by a Change Order at time of final payment in accordance with the unit price bid and accepted, only if quantity less than or greater than Contract quantity was approved in writing by the Owner.
- C. The foregoing unit prices shall include overhead, profit, permits, material disposal, and all other expenses incidental to the Work. Include in the bid sum all additional costs in connection with quantity changes that are not compensated for at the given unit prices.

END OF SECTION 03300