CONTRACT DOCUMENTS

AND

SPECIFICATIONS

FOR

VILLAGE OF ILION

STAIR SYSTEM REPLACEMENT

CONTRACT NO. 1A – GENERAL CONSTRUCTION

MARCH 2020

PREPARED BY:

BARTON & LOGUIDICE, D.P.C.
443 ELECTRONICS PARKWAY
LIVERPOOL, NEW YORK 13088
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For

VILLAGE OF ILION
STAIR REPLACEMENT PROJECT

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Sealed bids for the furnishing of all labor and material necessary for the Village of Ilion Stair System Replacement Project will be received by the Village Clerk, 49 Morgan Street, Ilion, New York 13357 until 2:00 P.M. local time Friday, March 27, 2020 at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Contract No.1A – This work shall include providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Village of Ilion Stair System Replacement Project. The project includes the work shown on the Plans, and described in these Specifications consisting of general construction. General construction includes, but is not limited to, the following: Complete demolition of the existing concrete stairs, foundations, walkway and steel railings, and construction of a new concrete stair system, foundations, walkway, steel railings and concrete piers.

Contract Documents, including Advertisement For Bids, Information For Bidders, Labor and Employment, Additional Instructions, Bid Documents, Agreement, General Conditions, General Requirements, Specifications, Contract Drawings and any Addenda, may be examined at no expense at the office of Barton & Loguidice, D.P.C., 443 Electronics Parkway, Liverpool, New York 13088, or at the office of the Village Clerk, 49 Morgan Street, Ilion, New York 13357.

Contract Documents will be provided digitally on compact disc (CD) in pdf format and may be obtained from Barton & Loguidice, D.P.C by faxing a request to (315) 451-0052, Attn: Joanne Felber. There will be no cost for the CD. The CD does not need to be returned by any plan holder.

CASH DEPOSITS WILL NOT BE ACCEPTED. ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER.

Each bid must be accompanied by security in an amount not less than five percentum (5%) of the amount of the Bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof.

This is an exempt capital improvement project, and Bidders shall not include in their Bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Village of Ilion prior to incorporation into the work of the Contract.
SECTION 00020

ADVERTISEMENT FOR BIDS

In accordance with New York State General Municipal Law Section 101 (a.k.a. “Wicks Law”), all Bidders must include with their Bid a separately sealed list naming each Subcontractor for plumbing, HVAC and electrical work along with the amount to be paid to each.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

END OF SECTION
SECTION 00100

INFORMATION FOR BIDDERS

00100.01 LOCATION OF THE WORK

The work under Contract No.1A for the Village of Ilion Stair System Replacement Project is located at 88 Otsego Street, Ilion, New York 13357.

00100.02 DESCRIPTION OF THE WORK

The items of work under Contract No.1A include, but are not necessarily limited to the following:

Contract No.1A – This work shall include providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Village of Ilion Stair System Replacement Project. The project includes the work shown on the Plans, and described in these Specifications consisting of general construction. General construction includes, but is not limited to, the following: Complete demolition of the existing concrete stairs, foundations, walkway and steel railings, and construction of a new concrete stair system, foundations, walkway, steel railings and concrete piers.

00100.03 COMMENCEMENT AND COMPLETION OF THE WORK

Upon execution of the Contract including delivery of the Performance Bond, Labor & Materials Payment Bond and insurance policies and certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work. Such notification will be in the form of a letter to proceed from the Engineer.

The Contractor shall give the Engineer at least five (5) days written notice of the date he intends to start work at the site.

All work items of the Contracts shall be substantially completed within the date the Contractor is notified to proceed with the work, and June 12, 2020, unless such period is extended by the Owner as provided herein.
SECTION 00100

INFORMATION FOR BIDDERS

00100.04  COLLATERAL WORK AND CONDITIONS OF WORK

Each Bidder shall inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. (See also Section 01012.01.)

Each Contractor will be required to coordinate his work with the work of other Contracts. Each Contractor will be required to adjust his schedule accordingly.

00100.05  RECEIPT & OPENING OF BIDS

The Village of Ilion (herein called the Owner) invites Bids on the attached forms. Bids will be received by the Owner until the time and at the place stated in the attached Advertisement For Bids. Bids must be submitted in sealed envelopes addressed to Wendy Penny, Village of Ilion Clerk, 49 Morgan Street, Ilion, New York 13357, and must include a separately sealed envelope containing a list of each Subcontractor for plumbing, HVAC and electrical work along with the amount to be paid to each as per the requirements of New York State General Municipal Law Section 101 (a.k.a “Wicks Law”). The outside of the Bid envelope shall bear the name and address of the Bidder and shall be labeled to clearly show the Contract designation for which the Bid is submitted.

At the time the submitted Bids are opened, the apparent low Bidder will be determined and the List of Subcontractors shall be opened for the apparent low Bidder and announced. The sealed List of Subcontractors submitted for all other Bidders shall be returned unopened following the award of the Contract.

00100.06  INFORMALITIES, WAIVERS AND WITHDRAWALS

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Bids which do not contain a price for every numbered item contained in the Bid form will not be accepted.
SECTION 00100

INFORMATION FOR BIDDERS

00100.06 INFORMALITIES, WAIVERS AND WITHDRAWALS - Continued

Any Bid may be withdrawn prior to the scheduled deadline for receipt of Bids or authorized postponement thereof, but no Bid may be withdrawn within forty-five (45) days after the actual date of the opening thereof. Any Bid received after the time and date specified will not be considered, and will be returned unopened.

00100.07 BID PREPARATION

A separate digital file of the Bid forms is provided. Proposers shall complete and submit the forms with the required certifications, Statement of Surety’s Intent and Bid Security. Successful Bidders shall have the Bids inserted into the Contract Documents where appropriate at the time of Contract award.

Unless otherwise noted thereon, all blanks on the Bid forms must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed. A Bid amount must be inserted for each Bid Item listed, or “zero” and the words “No Bid”, “Not Applicable” or similar words entered.

All Contract Documents, except the Contract Drawings, the Performance Bond, Labor & Materials Payment Bond, Certificate of Insurance and any Addenda, are contained in this file. The Contract Drawings are a separate digital file. All Contract Documents, except the Contract Drawings, Performance Bond and Labor & Materials Payment Bond, and Certificate of Insurance must be submitted with the Bid. The Contract Documents are defined in the Agreement.

In accordance with Wicks Law, all Bidders must include with their Bid a separately sealed list naming each subcontractor for plumbing, HVAC and electrical work along with the amount to be paid to each. At the time the submitted Bids are opened, the apparent low Bidder will be determined and the List of Subcontractors shall be opened for the apparent low Bidder and announced. The sealed List of Subcontractors submitted for all other Bidders shall be returned unopened following the award of the Contract.

Any Bidder may modify his Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed prior to
SECTION 00100

INFORMATION FOR BIDDERS

00100.07 BID PREPARATION - Continued

the closing time. The facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within three days from the closing time, no consideration will be given to the facsimile modification.

00100.08 ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to the Engineer, Barton & Loguidice, D.P.C., Consulting Engineers, 443 Electronics Parkway, Liverpool, New York 13088, and to be given consideration must be received by the Engineer at least seven (7) days prior to the date set for the opening of Bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda distributed to all holders of Contract Documents by the same method that the original documents were distributed, at least five (5) days prior to the date of the opening of Bids.

Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

00100.09 QUALIFICATIONS OF BIDDERS

The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the Owner on request all data and information pertinent thereto. The Owner reserves the right to reject any Bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work.

Conditional Bids will be considered informal and will be rejected.

Immediately following the Canvass of Bids the Low Bidder, if so requested, shall furnish the Owner a sworn and notarized financial statement, and a statement of his qualifications and experience.
SECTION 00100

INFORMATION FOR BIDDERS

00100.10 OBLIGATIONS OF BIDDERS

At the time of the opening of Bids, each Bidder will be presumed to have inspected the Site, to have informed himself fully of the conditions relating to the work and labor required for the work, and to have read and acquainted himself with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract of his obligation to complete the work for the price or prices bid, or of any other obligation under the Contract. The failure or omission of any Bidder to receive or examine any Contract Documents shall in no way relieve him from any obligation in respect to his Bid.

00100.11 BID SECURITY

Each Bid must be accompanied by cash in United States currency or a certified check of the Bidder in an amount not less than five percent (5%) of the Bid. A Bid Bond, fully executed by the Bidder as principal, and having as surety thereon a surety company approved by the Owner and authorized to do business in New York State, will be accepted in lieu of cash or certified check. Checks should be made payable to the Owner.

Such cash, checks or Bid Bonds will be returned to all except the three lowest Bidders within three working days after the opening of Bids. The remaining deposits will be returned to the three lowest Bidders within three working days after execution of the Contract, or, if no Contract is executed within 45 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of his Bid.

00100.12 LIQUIDATED DAMAGES FOR FAILURE TO EXECUTE CONTRACT

Should the successful Bidder refuse or fail to execute the Contract and Bond within five (5) working days after receipt of notice of the acceptance of his Bid, the security deposited with his Bid shall be forfeited to the Owner as liquidated damages for such refusal or failure.

00100.13 DISCREPANCY IN BIDS

In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern. If a discrepancy exists in any bid between unit prices and the extended totals therefor, the unit prices shall govern. In either of the above cases, the extended totals, and the total of all extensions, shall be corrected, if necessary, and the Bid may not be considered informal.
SECTION 00100

INFORMATION FOR BIDDERS

00100.14  LOWEST BIDDER

Bids will be compared on the basis of the totals for the Contract, corrected as necessary in conformance with Article 00100.13, given at the bottom of the schedule of quantities, prices and extensions. Such total in each Bid shall be the sum of all lump sum prices, plus the sum of all the extensions produced by multiplying the unit price in each case by the corresponding listed quantity.

00100.15  AWARD OF CONTRACT

The Contract will be awarded to that responsible Bidder whose Bid, after corrections and adjustments, totals the least number of dollars.

The Owner reserves the right to reject any and all Bids.

END OF SECTION
SECTION 00150
LABOR AND EMPLOYMENT

00150.01 GENERAL

The Contractor and every Subcontractor on public works contracts shall comply with Article 8 of the State Labor Law, as amended.

00150.02 POSTING MINIMUM WAGE RATES & KEEPING RECORDS

The Contractor and every Subcontractor on public works contracts shall post in a prominent and accessible place on the Site a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, all redeterminations of such schedules as the case may be, for the various classes of mechanics, workmen and laborers employed on the work. Other notices to be posted are the Workers’ Compensation Law Section 51 notice, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner, written in plain English in lettering no smaller than two inches in height and two inches in width, weatherproof, and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason.

The Contractor and every Subcontractor shall keep original payrolls or verified transcripts thereof showing the hours and days worked by each workman, mechanic or laborer, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the Site, when the Contractor or Subcontractor maintains no regular place of business in New York State and where the amount of the Contract is in excess of $25,000. All other Contractors and Subcontractors shall produce within five days on the Site and upon formal order of the Commissioner of Labor or his designated representative such original payrolls or verified transcripts thereof, as may be deemed necessary to adequately enforce the provisions of this Section.

Notwithstanding the aforementioned requirements, every Contractor and Subcontractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 of the Labor Law, subscribed and affirmed as true under penalties of perjury. The original payrolls or transcripts shall be preserved for three years from the completion of the work.
In accordance with Section 220-e of Article 8 of the State Labor Law, the Contractor agrees:

A. That in the hiring of employees for the work of this Contract or any Subcontract, neither he nor any Subcontractor, nor any person acting on behalf of the Contractor, or any Subcontractor, shall by reasons of race, creed, color, 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 his employment relates; and

B. That neither the Contractor, nor any Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, disability or national origin; and

C. That there may be deducted from the amount payable to the Contractor by the Owner, a penalty of Fifty Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

D. That this Contract may be cancelled or terminated by the Owner, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract; and

E. That the aforesaid provisions of this Section covering contracts for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

F. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, disability or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion,
SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

transfer, layoff or termination, rates of pay or other forms of compensation, and
selection for training or retraining, including apprenticeship and on-the-job
training.

2. The Contractor will send to each labor union or representative of workers with
which he has or is bound by a collective bargaining or other agreement or
understanding, a notice to be provided by the State Division of Human Rights,
advising such labor union or representative of the Contractor's agreement under
subparagraphs (1) through (7) (hereinafter called “non-discrimination clauses”).
If the Contractor was directed to do so by the contracting agency as part of the
Bid or negotiation of this Contract, the Contractor shall request such labor
union or representative to furnish him with a written statement that such labor
union or representative either will affirmatively cooperate, within the limits of
its legal and contractual authority, in the implementation of the policy and
provisions of these non-discrimination clauses or that it consents and agrees
that recruitment, employment and the terms and conditions of employment
under this Contract shall be in accordance with the purposes and provisions of
these non-discrimination clauses. If such labor union or representative fails or
refuses to comply with such a request that it furnish such a statement, the
Contractor shall promptly notify the State Division of Human Rights of such
failure or refusal.

3. The Contractor will post and keep posted in conspicuous places, available to
employees and applicants for employment, notices to be provided by the State
Division of Human Rights setting forth the substance of the provisions of
subparagraphs (1) and (2) and such provisions of the State's laws against
discrimination as the State Commissioner of Human Rights shall determine.

4. The Contractor will state, in all solicitations, or advertisements for employees
placed by or on behalf of the Contractor, that all qualified applicants will be
afforded equal employment opportunities without discrimination because of
race, creed, sex, color, disability or national origin.

5. The Contractor will comply with the provisions of Sections 291-299 of the
Executive Law and the Civil Rights Law, will furnish all information and
reports deemed necessary by the State Commissioner of Human Rights under
these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies otherwise provided by law.

7. The Contractor will include the provisions of sub-paragraph (1) through (7) of this paragraph A and in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.
SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

G. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this Contract.

H. This agreement shall be void and of no effect unless the Contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

00150.04 LEGAL DAY'S WORK

In accordance with Section 220 (2) of Article 8 of the State Labor Law, no laborer, workman or mechanic employed by the Contractor, a Subcontractor or other person doing or contracting to do any part of the work shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States.

00150.05 WAGE RATES

In accordance with Section 220 of Article 8 of the State Labor Law, the wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, shall be not less than the prevailing rate of wages as hereinafter defined. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work, shall be paid not less than the wages and supplements herein provided.

Any person or corporation that willfully pays or provides less than the stipulated wage scale or supplements shall be guilty of a misdemeanor and upon conviction shall be punished as provided by law.
It shall be the duty of the Commissioner of Labor, or, if the Owner is a city, the comptroller or other analogous officer of such city, to make a determination of the schedule of wages to be paid all laborers, workmen and mechanics employed on the project (if it is a public works project) including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance, and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

The supplements to be provided shall be in accordance with prevailing practices in the locality. The amount for wages and for supplements listed in the schedule in these Contract Documents does not necessarily include all types of prevailing wages and supplements in the locality, and a future determination by the Commissioner of Labor may require the Contractor to pay increased wages or provide additional supplements.

In accordance with Section 220-a of Article 8 of the State Labor Law, the New York State schedule of prevailing wages and supplements, as included in this Contract or as subsequently redetermined by the New York State Department of Labor, shall be specifically included in each and every Subcontract, regardless of tier, awarded by the Contractor or his Subcontractors.

Subcontractors, regardless of tier, shall provide to the Contractor a verified statement attesting that the Subcontractor has received and reviewed the prevailing wage rate and supplement schedule and agreeing that it will pay its employees the applicable wages and will pay or provide the supplements specified therein. The Contractor shall submit to the Owner copies of all such verified statements.

The Owner will not make final payment to the Contractor unless and until the Contractor submits the following:

- verified statements as described in the preceding paragraph
SECTION 00150

LABOR AND EMPLOYMENT

00150.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS
- Continued

- certification to the amounts then due from the Contractor to any and all laborers for wages or supplements on account of labor performed upon the work under the Contract.

- certification to the amounts then due from any Subcontractor, regardless of tier, for wages and supplements, on account of labor performed upon the work under the Contract, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors.

In the event it is determined by the New York State Commissioner of Labor that the wages and/or supplements of any employees of the Contractor’s Subcontractors, regardless of tier, have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements.

00150.07 MINIMUM RATES

New York State Department of Labor wage rates will be in effect on this Project.

The minimum wage rates designated by the Commissioner of Labor of the State of New York are attached. These minimum rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

END OF SECTION
Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

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

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

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

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

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**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

www.labor.ny.gov. PW 200 Ask.PWAsk@labor.ny.gov
General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

**Withholding of Payments**

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

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

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

**Summary of Notice Posting Requirements**

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

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

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

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

**Apprentices**

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

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

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

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

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

**Interest and Penalties**

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

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

**Debarment**

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

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

**Criminal Sanctions**

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

**Discrimination**

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

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

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

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

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

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

**Workers' Compensation**

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

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

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

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

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

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

**Unemployment Insurance**

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

<table>
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<tr>
<th>Federal Employer Identification Number:</th>
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<td>State: Zip:</td>
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<td>[ ] (01) General Construction</td>
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<td>[ ] (02) Heating/Ventilation</td>
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<td>[ ] (05) Other:</td>
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| Approximate Starting Date: / / |  |
| Approximate Completion Date: / / |

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

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

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

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

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

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

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

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

(05.19)
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.


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

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

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

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

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:
- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers’ compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

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

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

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

- **Civil Penalty**  
  First offense: Up to $2,500 per employee
  Subsequent offense(s): Up to $5,000 per employee

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

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

Employer Name:
IA 999 (09/16)
Attention Employees

THIS IS A:
PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

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

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

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

Contractor Name: ____________________________

Project Location: ____________________________

PW 101 (4.15)
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 of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)
Introduction to the Prevailing Rate Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.
<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg.,H&amp;H, Pile Driver/Dockbuilder)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Electrical (Outside) Lineman</td>
<td>1:1,1:2</td>
</tr>
<tr>
<td>Electrician (Inside)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Elevator/Escalator Construction &amp; Modernizer</td>
<td>1:1,1:2</td>
</tr>
<tr>
<td>Glazier</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Insulation &amp; Asbestos Worker</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Iron Worker</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Laborer</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Mason</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Millwright</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Op Engineer</td>
<td>1:1,1:5</td>
</tr>
<tr>
<td>Painter</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Plumber &amp; Steamfitter</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Roofer</td>
<td>1:1,1:2</td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>1:1,1:2</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>District Office Locations:</th>
<th>Telephone #</th>
<th>FAX #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bureau of Public Work - Buffalo</td>
<td>716-847-7159</td>
<td>716-847-7650</td>
</tr>
<tr>
<td>Bureau of Public Work - Garden City</td>
<td>516-228-3915</td>
<td>516-794-3518</td>
</tr>
<tr>
<td>Bureau of Public Work - Newburgh</td>
<td>845-568-5287</td>
<td>845-568-5332</td>
</tr>
<tr>
<td>Bureau of Public Work - New York City</td>
<td>212-932-2419</td>
<td>212-775-3579</td>
</tr>
<tr>
<td>Bureau of Public Work - Patchogue</td>
<td>631-687-4882</td>
<td>631-687-4902</td>
</tr>
<tr>
<td>Bureau of Public Work - Rochester</td>
<td>585-258-4505</td>
<td>585-258-4708</td>
</tr>
<tr>
<td>Bureau of Public Work - Syracuse</td>
<td>315-428-4056</td>
<td>315-428-4671</td>
</tr>
<tr>
<td>Bureau of Public Work - Utica</td>
<td>315-793-2314</td>
<td>315-793-2514</td>
</tr>
<tr>
<td>Bureau of Public Work - White Plains</td>
<td>914-997-9507</td>
<td>914-997-9523</td>
</tr>
<tr>
<td>Bureau of Public Work - Central Office</td>
<td>518-457-5589</td>
<td>518-485-1870</td>
</tr>
</tbody>
</table>
Boilermaker

JOB DESCRIPTION: Boilermaker

ENTIRE COUNTIES:

WAGES:
Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Boilermaker</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$37.29</td>
</tr>
<tr>
<td>01/01/2020</td>
<td>$38.59</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS:
Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Journeymen</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$24.53</td>
</tr>
<tr>
<td></td>
<td>$24.81</td>
</tr>
<tr>
<td></td>
<td>+1.24*</td>
</tr>
</tbody>
</table>

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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

HOLIDAY:
Paid:
See (1) on HOLIDAY PAGE
Overtime:
See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES:
Wages per hour:
(1/2) year terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>18.42</td>
<td>18.42</td>
<td>19.30</td>
<td>20.16</td>
<td>21.03</td>
<td>21.91</td>
<td>22.79</td>
<td>23.65</td>
</tr>
<tr>
<td></td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
</tr>
<tr>
<td>01/01/2020</td>
<td>18.60</td>
<td>18.60</td>
<td>19.50</td>
<td>20.37</td>
<td>21.26</td>
<td>22.15</td>
<td>23.04</td>
<td>23.92</td>
</tr>
<tr>
<td></td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
<td>+1.24*</td>
</tr>
</tbody>
</table>

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Carpenter - Building

JOB DESCRIPTION: Carpenter - Building

ENTIRE COUNTIES:
Herkimer, Madison, Oneida

WAGES:
Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Carpenter</th>
<th>Floorlayer</th>
<th>Piledriver</th>
<th>Hazardous Waste**</th>
<th>Diver Wet Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$26.80</td>
<td>26.80</td>
<td>27.05</td>
<td>28.30</td>
<td>61.25</td>
</tr>
<tr>
<td>Additional</td>
<td>$1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
Diver Tender & Dry 27.80 1.00
Certified Welder 27.80 1.00

Depth pay for divers:
- 0' to 80'  no additional fee
- 81' to 100'  additional $.50 per foot
- 101' to 150'  additional $.75 per foot
- 151' and deeper  additional $1.25 per foot

Divers’ penetration pay
- 0' to 50'  no additional fee
- 51' to 100'  additional $.75 per foot
- 101' and deeper  additional $1.00 per foot

**Hazardous site requiring protective gear.**

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional $1.50 per hour above their appropriate rate for all classifications including apprentices.

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:
Journeyman  $ 19.35

**OVERTIME PAY**

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

*NOTE: Make-up day is on Saturday in the week in which a day or days are lost due to inclement weather. Pay for this make-up day will be at straight time, it being understood that work on this day is voluntary on part of the employees.

*NOTE: Saturday may be used as a make-up day at straight time when an employee has an unexcused absence during the week (applies only to those employees on a project that lost a day on that same project).

**HOLIDAY**

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

Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

**REGISTERED APPRENTICES**

APPRENTICES INDENTURED BEFORE 01/01/16.

WAGES: One year terms at the following percentages of Journeyman’s wage.

| Appr 1st term | 50% |
| Appr 2nd term | 60% |
| Appr 3rd term | 70% |
| Appr 4th term | 80% |

SUPPLEMENTAL BENEFITS per hour worked:

| Appr 1st term | $ 11.59 |
| Appr 2nd term | 11.59 |
| Appr 3rd term | 14.19 |
| Appr 4th term | 14.19 |

APPRENTICES INDENTURED AFTER 01/01/16.

WAGES: 1300 hour terms at the following percentages of Journeyman’s wage.

| Appr 1st term 0-1300 | 50% |
| Appr 2nd term 1301-2600 | 60% |
| Appr 3rd term 2601-3900 | 65% |
| Appr 4th term 3901-5200 | 70% |
| Appr 5th term 5201-6500 | 80% |

SUPPLEMENTAL BENEFITS per hour worked:

| Appr 1st term 0-1300 | $ 11.59 |
| Appr 2nd term 1301-2600 | 11.59 |
| Appr 3rd term 2601-3900 | 14.19 |
| Appr 4th term 3901-5200 | 14.19 |
Carpenter - Building / Heavy&Highway 03/01/2020

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES

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

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$ 30.88</td>
</tr>
<tr>
<td>07/01/2020</td>
<td>$ 31.15</td>
</tr>
<tr>
<td>07/01/2021</td>
<td>$ 31.15</td>
</tr>
</tbody>
</table>

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Journeyman</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$ 23.10</td>
</tr>
</tbody>
</table>

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

HOLIDAY
Paid:

<table>
<thead>
<tr>
<th>Year</th>
<th>See (5) on HOLIDAY PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>See (5) on HOLIDAY PAGE</td>
</tr>
<tr>
<td>07/01/2020</td>
<td>See (5, 6, 16) on HOLIDAY PAGE</td>
</tr>
</tbody>
</table>

Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday. An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>55%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year term</td>
<td>$ 11.55</td>
</tr>
<tr>
<td>2nd year term</td>
<td>11.55</td>
</tr>
<tr>
<td>3rd year term</td>
<td>14.15</td>
</tr>
<tr>
<td>4th year term</td>
<td>14.15</td>
</tr>
</tbody>
</table>

Carpenter - Heavy&Highway 03/01/2020

JOB DESCRIPTION Carpenter - Heavy&Highway

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Carpenter</th>
<th>Piledriver</th>
<th>Diver-Wet Day</th>
<th>Diver-Dry Day</th>
<th>Diver-Tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$ 31.23</td>
<td>$ 31.23</td>
<td>$ 56.23</td>
<td>$ 32.23</td>
<td>$ 32.23</td>
</tr>
<tr>
<td>07/01/2020</td>
<td>$ 31.23</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
</tr>
<tr>
<td>07/01/2021</td>
<td>$ 31.23</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
</tr>
</tbody>
</table>
NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):
- When project owner mandates a single irregular work shift, the employee will receive an additional $2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
- Certified welders when required to perform welding work will receive an additional $1.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0’ to 50’ no additional fee
  - 51’ to 100’ additional $.50 per foot
  - 101’ to 150’ additional $.75 per foot
  - 151’ and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0’ to 50’ no additional fee
  - 51’ to 100’ additional $.75 per foot
  - 101’ and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.
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:

Journeyman $ 23.10

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

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

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

REGISTERED APPRENTICES
Wages per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016
One year terms at the following percentage of Journeyman’s base wage

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>55%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year term</td>
<td>$ 11.55</td>
</tr>
<tr>
<td>2nd year term</td>
<td>11.55</td>
</tr>
<tr>
<td>3rd year term</td>
<td>14.15</td>
</tr>
<tr>
<td>4th year term</td>
<td>14.15</td>
</tr>
</tbody>
</table>

FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016
1,300 hour terms at the following percentage of Journeyman’s base wage

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 11.55</td>
</tr>
<tr>
<td>2nd term</td>
<td>11.55</td>
</tr>
<tr>
<td>3rd term</td>
<td>14.15</td>
</tr>
<tr>
<td>4th term</td>
<td>14.15</td>
</tr>
</tbody>
</table>
NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When project owner mandates a single irregular work shift, the employee will receive an additional $2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
- Certified welders when required to perform welding work will receive an additional $1.50 per hour.

** JOB DESCRIPTION **
Electrician

** ENTIRE COUNTIES **
Cortland, Herkimer, Madison, Oneida, Oswego

** PARTIAL COUNTIES **
Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.
Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

** WAGES **

<table>
<thead>
<tr>
<th></th>
<th>Per hour:</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$38.75</td>
<td>$2.25</td>
</tr>
<tr>
<td>Teledata</td>
<td>38.75</td>
<td></td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>42.63</td>
<td></td>
</tr>
</tbody>
</table>

** NOTES:**
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1st Shift - 8:00 AM to 4:30 PM: See rates posted above
2nd Shift - 4:30 PM to 1:00 AM: Add 15% to rates posted above
3rd Shift - 12:30 AM to 9:00 AM: Add 25% to rates posted above

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

1) "Alternate" hours shall consist of a minimum of eight consecutive hours per day
2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%)
3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
4) Hours worked on a Sunday and Holidays shall be paid at double the straight time rate.
5) Work of a new construction nature may not be worked under these conditions.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 **

<table>
<thead>
<tr>
<th></th>
<th>Per hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$24.92</td>
</tr>
</tbody>
</table>

*NOTE: The 3% is based on the hourly wage paid, straight time or premium rate.
OVERTIME PAY
See (B,E**,Q ) on OVERTIME PAGE
** Double Time after 10 hrs. on Saturday.
NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid:
See (1) on HOLIDAY PAGE
Overtime:
See (5, 6) on HOLIDAY PAGE
NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour. 07/01/2019

1st period (0-1000 hrs) $15.50
2nd period (1001-2000) 17.45
3rd period (2001-3500) 19.40
4th period (3501-5000) 23.25
5th period (5001-6500) 27.15
6th Period (6501-8000) 31.00

SUPPLEMENTAL BENEFITS per hour:

1st period $11.84 plus *3% of hourly wage paid
2nd period $11.84 plus *3% of hourly wage paid
3rd period $23.30 plus *3% of hourly wage paid
4th period $23.62 plus *3% of hourly wage paid
5th period $23.95 plus *3% of hourly wage paid
6th period $24.27 plus *3% of hourly wage paid

*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

Elevator Constructor 03/01/2020

JOB DESCRIPTION Elevator Constructor

ENTIRE COUNTIES

PARTIAL COUNTIES
Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES
Per hour

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$46.00</td>
<td>$47.51</td>
</tr>
<tr>
<td>Helper</td>
<td>70% of Mechanic Wage Rate</td>
<td>70% of Mechanic Wage Rate</td>
</tr>
</tbody>
</table>
Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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

<table>
<thead>
<tr>
<th>Journeyman/Helper</th>
<th>07/01/2019</th>
<th>01/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 33.705*</td>
<td>$ 34.765*</td>
</tr>
</tbody>
</table>

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:

<table>
<thead>
<tr>
<th>0-6 mo*</th>
<th>6-12 mo</th>
<th>2nd yr</th>
<th>3rd yr</th>
<th>4th yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Same as Journeyman/Helper

Glazier

JOB DESCRIPTION Glazier

ENTIRE COUNTIES
Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES
Per Hour:

<table>
<thead>
<tr>
<th>Glazier</th>
<th>07/01/2019</th>
<th>05/01/2020</th>
<th>05/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 24.75</td>
<td>$ 1.25</td>
<td>$ 1.25</td>
</tr>
</tbody>
</table>

** IMPORTANT NOTICE **
Four (4), ten (10) 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:

| Journeyman | $ 19.94 |

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE.

*Note - Or circumstances beyond the control of the employer.

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

REGISTERED APPRENTICES
1000 hour terms at the following percentage of journeyman's wage.
Supplemental Benefits per hour:

Hired after 05/01/2014

<table>
<thead>
<tr>
<th>Term</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 10.10</td>
</tr>
<tr>
<td>2nd term</td>
<td>10.55</td>
</tr>
<tr>
<td>3rd term</td>
<td>14.20</td>
</tr>
<tr>
<td>4th term</td>
<td>14.92</td>
</tr>
<tr>
<td>5th term</td>
<td>15.64</td>
</tr>
<tr>
<td>6th term</td>
<td>16.36</td>
</tr>
<tr>
<td>7th term</td>
<td>17.07</td>
</tr>
<tr>
<td>8th term</td>
<td>18.51</td>
</tr>
</tbody>
</table>

**JOB DESCRIPTION**

**Insulator - Heat & Frost**

**ENTIRE COUNTIES**

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

**WAGES**

Per hour: 07/01/2019

Insulation Installer $32.40

(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT $32.40

2ND SHIFT $37.26

3RD SHIFT $40.50

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

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:

Journeymen $23.29

**OVERTIME PAY**

See (*B1, Q) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4,6) on HOLIDAY PAGE.

Triple time for Labor Day if worked.

NOTE: When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

**REGISTERED APPRENTICES**

**WAGES**: One year terms at the following percentage of Journeymen's wage

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>$16.20</td>
<td>$19.44</td>
<td>$22.68</td>
<td>$25.92</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per hour:
<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Ironworker</th>
<th>DISTRICT 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTIRE COUNTIES</td>
<td>Franklin, Herkimer, Lewis, Oneida, St. Lawrence</td>
<td></td>
</tr>
<tr>
<td>WAGES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per hour</td>
<td>07/01/2019</td>
<td>01/01/2020</td>
</tr>
<tr>
<td>Structural/Reinforcing</td>
<td>$ 29.00</td>
<td>$ 29.25</td>
</tr>
<tr>
<td>Mach. Mover/Ornamental</td>
<td>29.00</td>
<td>29.25</td>
</tr>
<tr>
<td>Stone Derrickman</td>
<td>29.00</td>
<td>29.25</td>
</tr>
<tr>
<td>Chain Link Fence</td>
<td>29.00</td>
<td>29.25</td>
</tr>
<tr>
<td>Sheeter Ironworker</td>
<td>29.00</td>
<td>29.25</td>
</tr>
<tr>
<td>Pre-Engineered Building</td>
<td>29.00</td>
<td>29.25</td>
</tr>
<tr>
<td>Window Erector</td>
<td>29.00</td>
<td>29.25</td>
</tr>
<tr>
<td>Precast Erector</td>
<td>29.00</td>
<td>29.25</td>
</tr>
<tr>
<td>Welder</td>
<td>29.00</td>
<td>29.25</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per hour:

| Journeyman | $ 27.69 |

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

WAGES per hour: 1500 hour terms at the following wage.

| 1-1500hrs | $ 16.50 |
| 1501-3000hrs | 18.50 |
| 3001-4500hrs | 20.50 |
| 4501-6000hrs | 22.50 |

**SUPPLEMENTAL BENEFITS** per hour:

| 1-1500hrs | $ 11.25 |
| 1501-3000hrs | 18.61 |
| 3001-4500hrs | 19.66 |
| 4501-6000hrs | 20.71 |

---

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Laborer - Building</th>
<th>DISTRICT 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTIRE COUNTIES</td>
<td>Hamilton, Herkimer, Madison, Oneida</td>
<td></td>
</tr>
<tr>
<td>PARTIAL COUNTIES</td>
<td>Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root</td>
<td></td>
</tr>
<tr>
<td>WAGES</td>
<td>GROUP #1: Basic</td>
<td></td>
</tr>
</tbody>
</table>
GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggie and Power Lift
GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)
GROUP #4: Blaster, Formsetter, Riding Mortar Buggy
GROUP #5: Hazardous Waste Removal
GROUP #6: Asbestos and Lead Removal

WAGES per hour:  07/01/2019  07/01/2020

Group #1  $23.00  $1.30
Group #2  $23.15  $1.30
Group #3  $23.40  $1.30
Group #4  $23.50  $1.30
Group #5  $24.50  $1.30
Group #6  $24.50  $1.30

SUPPLEMENTAL BENEFITS
Per hour:  07/01/2019
All groups  $22.94

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

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

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyman’s basic hourly wage.
1st  2nd  3rd  4th
65%  70%  80%  80%

Supplemental Benefits per hour worked

Apprentices  07/01/2019  $22.94

Laborer - Heavy&Highway  03/01/2020

JOB DESCRIPTION  Laborer - Heavy&Highway
ENTIRE COUNTIES
Hamilton, Herkimer, Madison, Oneida
PARTIAL COUNTIES
Fulton:  Only Townships of Stratford, Oppenheim, Caroga and Ephratah
Montgomery:  Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.
WAGES
GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.
GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2” and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.
GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.
GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.
GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour:  07/01/2019  07/01/2020  07/01/2021

Heavy/Highway Laborer:  Additional  Additional
GROUP # A  $30.45  $2.00  $2.00
GROUP # B  $30.65
GROUP # C  30.85  
GROUP # D  31.05  
GROUP # E  32.45  

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional $2.50 per hour.  

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:  $ 25.34  

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

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

If a Holiday falls on a Saturday, it will be celebrated on Saturday. If the Holiday falls on Sunday, it will be celebrated on Monday.  

REGISTERED APPRENTICES  
Wages per hour  

1000 hour terms at the following percentage of Journeyman"s wage  

1st  2nd  3rd  4th  
65%  70%  80%  80%  

SUPPLEMENTAL BENEFITS per hour worked  

Apprentices  $ 25.34  

Laborer - Tunnel  03/01/2020  

JOB DESCRIPTION  Laborer - Tunnel  

ENTIRE COUNTIES  
Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington  

WAGES  
Class 1: All support laborers/sandhogs working above the shaft or tunnel  
Class 2: All laborers/sandhogs working in the shaft or tunnel  
Class 4: Safety Miners  
Class 5: Site work related to Shaft/Tunnel  

Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.  

Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger  

Wages  

Per Hour  

<table>
<thead>
<tr>
<th>Class</th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>$37.75</td>
<td>$40.50</td>
<td>$42.00</td>
</tr>
<tr>
<td>Class 2</td>
<td>39.75</td>
<td>42.50</td>
<td>44.00</td>
</tr>
<tr>
<td>Class 4</td>
<td>42.00</td>
<td>44.75</td>
<td>46.25</td>
</tr>
<tr>
<td>Class 5</td>
<td>35.00</td>
<td>36.05</td>
<td>37.15</td>
</tr>
</tbody>
</table>

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.  

*For projects bid on or before April 30, 2019
Class A $ 36.75
Class B 37.75

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 2.00 an hour.

**SUPPLEMENTAL BENEFITS**
Per hour

*For projects bid on or after May 1, 2019*

Journeyman $ 24.00 $ 25.25 $ 26.50

*For projects bid on or before April 30, 2019*

Journeyman $ 23.99

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

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

Note: If the holiday falls on a Sunday, it will be celebrated on Monday.
If the holiday falls on a Saturday, it will be celebrated on Friday.

**REGISTERED APPRENTICES**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

Lineman Electrician

**JOB DESCRIPTION** Lineman Electrician **DISTRICT 6**

**ENTIRE COUNTIES**

**WAGES**
Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Technician</td>
<td>$ 52.05</td>
<td>$ 53.50</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>52.05</td>
<td>53.50</td>
</tr>
<tr>
<td>Welder, Cable Splicer</td>
<td>52.05</td>
<td>53.50</td>
</tr>
<tr>
<td>Digging Mach. Operator</td>
<td>46.85</td>
<td>48.15</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>44.24</td>
<td>45.48</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>41.64</td>
<td>42.80</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>41.64</td>
<td>42.80</td>
</tr>
<tr>
<td>Flagman</td>
<td>31.23</td>
<td>32.10</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Technician</td>
<td>$ 52.05</td>
<td>$ 53.50</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>52.05</td>
<td>53.50</td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>57.26</td>
<td>58.85</td>
</tr>
<tr>
<td>Certified Welder -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pipe Type Cable</td>
<td>54.65</td>
<td>56.18</td>
</tr>
<tr>
<td>Digging Mach. Operator</td>
<td>46.85</td>
<td>48.15</td>
</tr>
<tr>
<td>Occupation</td>
<td>Hourly Rate 8:00 AM</td>
<td>Hourly Rate 4:30 PM</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>44.24</td>
<td>45.48</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>41.64</td>
<td>42.80</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>41.64</td>
<td>42.80</td>
</tr>
<tr>
<td>Flagman</td>
<td>31.23</td>
<td>32.10</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Hourly Rate 8:00 AM</th>
<th>Hourly Rate 4:30 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Tech, Welder</td>
<td>53.37</td>
<td>54.82</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>53.37</td>
<td>54.82</td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>58.71</td>
<td>60.30</td>
</tr>
<tr>
<td>Certified Welder - Pipe Type Cable</td>
<td>56.04</td>
<td>57.56</td>
</tr>
<tr>
<td>Digging Mach. Operator</td>
<td>48.03</td>
<td>49.34</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>45.36</td>
<td>46.60</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>42.70</td>
<td>43.86</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>42.70</td>
<td>43.86</td>
</tr>
<tr>
<td>Flagman</td>
<td>32.02</td>
<td>32.89</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Hourly Rate 8:00 AM</th>
<th>Hourly Rate 4:30 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Tech, Welder</td>
<td>54.56</td>
<td>56.01</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>54.56</td>
<td>56.01</td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>54.56</td>
<td>56.01</td>
</tr>
<tr>
<td>Digging Mach. Operator</td>
<td>49.10</td>
<td>50.41</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>46.38</td>
<td>47.61</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>43.65</td>
<td>44.81</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>43.65</td>
<td>44.81</td>
</tr>
<tr>
<td>Flagman</td>
<td>32.74</td>
<td>33.61</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Rate Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>8:00 AM to 4:30 PM</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>4:30 PM to 1:00 AM</td>
<td>REGULAR RATE PLUS 17.3 %</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>12:30 AM to 9:00 AM</td>
<td>REGULAR RATE PLUS 31.4 %</td>
</tr>
</tbody>
</table>

** IMPORTANT NOTICE **

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. *Effective 05/06/2013, Tuesday thru Friday may be worked with no 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 worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>24.15</td>
<td>$ plus 6.75% of hourly wage</td>
</tr>
<tr>
<td></td>
<td>24.90</td>
<td>$ plus 6.75% of hourly wage</td>
</tr>
</tbody>
</table>

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.
HOLIDAY
Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman

Lineman Electrician - Teledata 03/01/2020

JOB DESCRIPTION Lineman Electrician - Teledata

ENTIRE COUNTIES

WAGES
Per hour:

For outside work, stopping at first point of attachment (demarcation).

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>01/01/2020</th>
<th>01/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$32.78</td>
<td>$33.77</td>
<td>$34.78</td>
</tr>
<tr>
<td>Installer, Repairman</td>
<td>$31.12</td>
<td>$32.05</td>
<td>$33.01</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>$31.12</td>
<td>$32.05</td>
<td>$33.01</td>
</tr>
<tr>
<td>Tech., Equip. Operator</td>
<td>$31.12</td>
<td>$32.05</td>
<td>$33.01</td>
</tr>
<tr>
<td>Groundman</td>
<td>$16.49</td>
<td>$16.99</td>
<td>$17.50</td>
</tr>
</tbody>
</table>

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

<table>
<thead>
<tr>
<th>1ST SHIFT</th>
<th>REGULAR RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2ND SHIFT</td>
<td>REGULAR RATE PLUS 10%</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>REGULAR RATE PLUS 15%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman

*plus 3% of wage paid

*plus 3% of wage paid

*plus 3% of wage paid

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

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

Lineman Electrician - Traffic Signal, Lighting 03/01/2020

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

ENTIRE COUNTIES

WAGES
Per hour:

For outside work, stopping at first point of attachment (demarcation).

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>01/01/2020</th>
<th>01/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$32.78</td>
<td>$33.77</td>
<td>$34.78</td>
</tr>
<tr>
<td>Installer, Repairman</td>
<td>$31.12</td>
<td>$32.05</td>
<td>$33.01</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>$31.12</td>
<td>$32.05</td>
<td>$33.01</td>
</tr>
<tr>
<td>Tech., Equip. Operator</td>
<td>$31.12</td>
<td>$32.05</td>
<td>$33.01</td>
</tr>
<tr>
<td>Groundman</td>
<td>$16.49</td>
<td>$16.99</td>
<td>$17.50</td>
</tr>
</tbody>
</table>

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

<table>
<thead>
<tr>
<th>1ST SHIFT</th>
<th>REGULAR RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2ND SHIFT</td>
<td>REGULAR RATE PLUS 10%</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>REGULAR RATE PLUS 15%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman

*plus 3% of wage paid

*plus 3% of wage paid

*plus 3% of wage paid

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

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Technician</td>
<td>$ 45.00</td>
<td>$ 46.20</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>45.00</td>
<td>46.20</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>47.25</td>
<td>48.51</td>
</tr>
<tr>
<td>Digging Machine</td>
<td>40.50</td>
<td>41.58</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>38.25</td>
<td>39.27</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>36.00</td>
<td>36.96</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>36.00</td>
<td>36.96</td>
</tr>
<tr>
<td>Flagman</td>
<td>27.00</td>
<td>27.72</td>
</tr>
</tbody>
</table>

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT 8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT 4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

** IMPORTANT NOTICE **
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 worked (but also required on non-worked holidays):

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$ 24.15</td>
<td>$ 24.90</td>
</tr>
<tr>
<td>*plus 6.75% of hourly wage</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

<table>
<thead>
<tr>
<th>Date</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th term</th>
<th>5th term</th>
<th>6th term</th>
<th>7th term</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$27.00</td>
<td>29.25</td>
<td>31.50</td>
<td>33.75</td>
<td>36.00</td>
<td>38.25</td>
<td>40.50</td>
</tr>
<tr>
<td>05/04/2020</td>
<td>$27.72</td>
<td>30.03</td>
<td>32.34</td>
<td>34.65</td>
<td>36.96</td>
<td>39.27</td>
<td>41.58</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman
6-1249a-LT

Lineman Electrician - Tree Trimmer 03/01/2020

JOB DESCRIPTION Lineman Electrician - Tree Trimmer
DISTRICT 6

ENTIRE COUNTIES

WAGES
Per hour:
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

<table>
<thead>
<tr>
<th>Date</th>
<th>Tree Trimmer</th>
<th>Equipment Operator</th>
<th>Equipment Mechanic</th>
<th>Truck Driver</th>
<th>Groundman</th>
<th>Flag person</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>$25.79</td>
<td>22.81</td>
<td>22.81</td>
<td>18.99</td>
<td>15.64</td>
<td>11.27</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

<table>
<thead>
<tr>
<th>Hourly Wage</th>
<th>9.98</th>
</tr>
</thead>
<tbody>
<tr>
<td>plus 3% of</td>
<td></td>
</tr>
<tr>
<td>hourly wage</td>
<td></td>
</tr>
</tbody>
</table>

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

Mason - Building 03/01/2020

JOB DESCRIPTION Mason - Building
DISTRICT 12

ENTIRE COUNTIES
Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES
Per hour 07/01/2019

Tile/Marble/Terrazzo

Setter $ 32.63
Finisher 26.28

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 worked

Journeyman Setters $ 17.88
Journeyman Finishers 17.48

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

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

REGISTERED APPRENTICES
Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:
1st term 500 hours 60%
2nd term 1000 hours 70%
3rd term 1000 hours 80%
4th term 1000 hours 85%
5th term 1000 hours 90%
6th term 1500 hours 95%

Finisher:
1st term 500 HOURS 70%
2ND term 1000 HOURS 80%
3RD term 1000 HOURS 90%
4TH term 1200 HOURS 95%

Supplemental Benefits per hour worked

Setter:
1st & 2nd Term $ 10.84
3rd & 4th Term 14.41
5th Term 16.20
6th Term 17.98

Finishers:
1st & 2nd Term $ 10.49
All others 14.03

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Herkimer, Oneida

PARTIAL COUNTIES
Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin

Page 36
Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES
Per hour 07/01/2019

- Bricklayer/Blocker $35.50
- Cement Mason(Bldg) 35.50
- Plasterer/Fireproofing* 35.50
- Stone Mason 35.50
- Concrete Cutter 35.50
- Pointer/Caulker/Cleaner 35.50

Additional $.25 per hr. for work in restricted radiation area of atomic plant.
Additional $5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofer on Structural only.

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 worked

Journeyman $19.07

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

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

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

All terms $19.07

Mason - Heavy&Highway

JOB DESCRIPTION Mason - Heavy&Highway

ENTIRE COUNTIES

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour 07/01/2019

- Mason & Bricklayer $38.24

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $19.90
OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour
750 HR TERMS at the following percent of Journeyman’s wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked
$ 19.90

Millwright 03/01/2020

JOB DESCRIPTION Millwright

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES
Per Hour
07/01/2019 07/01/2020
Additional
Building $ 28.18 $ 1.60
Heavy & Highway* 30.18 1.60

*Effective 5/1/2019, all Heavy and Highway Millwright construction will be paid at the rate indicated above.

NOTE - ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certiﬁed Welders shall receive $1.75 per hour in addition to the current Millwright’s rate, provided he/she is directed to perform certiﬁed welding.
- On building projects, if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional $2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwright’s rate. For the purpose of this premium to apply, a “machinist” is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $0.50. This amount will increase to $1.00 on 7/1/2020.

SUPPLEMENTAL BENEFITS
Per hour:
Journeymen $ 22.05

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES: (1) year terms at the following percentage of Journeymen’s wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour worked:
Appr. 1st year $ 10.50
Operating Engineer - Building 03/01/2020

JOB DESCRIPTION  Operating Engineer - Building

DISTRIBUTION

ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASS A:
Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirleys, dragline, boom trucks over 5 tons.

CLASS A:
Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:
Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form line grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hyd hoist, A-L frame winches, core and well drills (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tire loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:
Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

<table>
<thead>
<tr>
<th>Class #</th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>44.68</td>
<td>46.67</td>
<td>46.71</td>
</tr>
<tr>
<td>Class A</td>
<td>44.19</td>
<td>45.18</td>
<td>46.22</td>
</tr>
<tr>
<td>Class B</td>
<td>43.17</td>
<td>44.16</td>
<td>45.20</td>
</tr>
<tr>
<td>Class C</td>
<td>40.27</td>
<td>41.26</td>
<td>42.30</td>
</tr>
</tbody>
</table>

Additional $0.50 per hr for Tower Cranes.
Additional $1.25 per hr for Cranes with Boom length & jib 150ft. and over.
Additional $2.25 per hr for Cranes with Boom length & jib 200ft. and over.
Additional $2.50 per hr over B rate for Nuclear Leader work.
Additional $0.40 per hr for tunnel or excavation of shaft 40" or more deep.
Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

Per hour

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>27.10</td>
<td>28.25</td>
<td>29.40</td>
</tr>
</tbody>
</table>

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus 8 hours of straight time.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyman"s wage Class B

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th>Period</th>
<th>Wages per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/19</td>
<td>$22.40</td>
</tr>
<tr>
<td>07/01/20</td>
<td>23.55</td>
</tr>
<tr>
<td>07/01/21</td>
<td>24.70</td>
</tr>
</tbody>
</table>

1-158 Alb

---

**Operating Engineer - Heavy&Highway**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway  
**DISTRICT** 1  

**ENTIRE COUNTIES**  

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

**CLASSIFICATION A:**

- Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP Wertgen); PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Squad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (if a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

- Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant ([NonAutomated] and All Concrete Batching Plants), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrgeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

**CLASSIFICATION C:**

- A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scannifer (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters
- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>07/01/2020 Additional</th>
<th>07/01/2021 Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
<td>$46.43</td>
<td>$2.60</td>
<td>$2.70</td>
</tr>
<tr>
<td>Class A*</td>
<td>44.82</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class B</td>
<td>43.91</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class C</td>
<td>41.34</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional $2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:
- Additional $4.00 per hr for Tower Cranes, including self erecting.
- Additional $3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional $2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

Journeyman $27.30

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

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

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td></td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

| 07/01/2019 | $22.70 |

Operating Engineer - Survey Crew

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building, Tunnel and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2019

Party Chief $ 41.51
Instrument Person 39.15
Rod Person 27.10

Additional $3.00/hr. for Tunnel Work
Additional $2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 26.80

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

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2019

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percentage</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>60%</td>
<td>$16.21</td>
</tr>
<tr>
<td>1001-2000</td>
<td>70%</td>
<td>18.92</td>
</tr>
<tr>
<td>2001-3000</td>
<td>80%</td>
<td>21.63</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFIT per hour worked:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>$16.21</td>
</tr>
<tr>
<td>1001-2000</td>
<td>18.92</td>
</tr>
<tr>
<td>2001-3000</td>
<td>21.63</td>
</tr>
</tbody>
</table>

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 03/01/2020

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer DISTRICT 12

ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2019

Party Chief $ 42.86
Instrument Person 39.37
Rod Person 29.14
Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$25.60</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td></td>
</tr>
<tr>
<td>0-1000</td>
<td>60%</td>
</tr>
<tr>
<td>1001-2000</td>
<td>70%</td>
</tr>
<tr>
<td>2001-3000</td>
<td>80%</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFIT** per hour worked:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>$17.43</td>
</tr>
<tr>
<td>1001-2000</td>
<td>$20.35</td>
</tr>
<tr>
<td>2001-3000</td>
<td>$23.26</td>
</tr>
</tbody>
</table>

12-158-545 DCE

---

**Operational Engineer - Tunnel**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**


**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8” or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pipe Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scrapper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oilier); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batch Plant; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oilier); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener, Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Welder; Winch; Winch Cat
CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill; Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

WAGES per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
<th>07/01/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
<td>$48.00</td>
<td>$49.45</td>
<td>$51.00</td>
<td>$52.60</td>
</tr>
<tr>
<td>CLASS A</td>
<td>45.59</td>
<td>47.04</td>
<td>48.59</td>
<td>50.19</td>
</tr>
<tr>
<td>CLASS B</td>
<td>44.37</td>
<td>45.82</td>
<td>47.37</td>
<td>48.97</td>
</tr>
<tr>
<td>CLASS C</td>
<td>41.58</td>
<td>43.03</td>
<td>44.58</td>
<td>46.18</td>
</tr>
<tr>
<td>CLASS D</td>
<td>38.57</td>
<td>40.02</td>
<td>41.57</td>
<td>43.17</td>
</tr>
</tbody>
</table>

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:
Crane 1: All cranes, including self-erecting to be paid $4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer’s rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer’s rating of forty nine (49) ton and below, including boom trucks, to be paid $2.00 per hour over Class A rate.

<table>
<thead>
<tr>
<th>Crane</th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
<th>07/01/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crane 1</td>
<td>$49.59</td>
<td>$51.04</td>
<td>$52.59</td>
<td>$54.19</td>
</tr>
<tr>
<td>Crane 2</td>
<td>48.59</td>
<td>50.04</td>
<td>51.59</td>
<td>53.19</td>
</tr>
<tr>
<td>Crane 3</td>
<td>47.59</td>
<td>49.04</td>
<td>50.59</td>
<td>52.19</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour paid: Same as Journeyman

OVERTIME PAY
See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES:(1000) hours terms at the following percentage of Journeyman’s wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>Percentage of Journeyman’s wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>60% of Class B</td>
</tr>
<tr>
<td>2nd term</td>
<td>65% of Class B</td>
</tr>
<tr>
<td>3rd term</td>
<td>70% of Class B</td>
</tr>
<tr>
<td>4th term</td>
<td>75% of Class B</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour paid: Same as Journeyman

7-158-832TL.

Painter

03/01/2020

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES
**Lewis:** Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

**Ontario:** The City and Township of Geneva.

**Oswego:** Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

### WAGES

**Per hour:** 07/01/2019

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Rate (Brush &amp; Roll)</td>
<td>23.25</td>
</tr>
<tr>
<td>Sign painting, Wallcovering</td>
<td>23.25</td>
</tr>
<tr>
<td>Parking Lot, Hwy Striping</td>
<td>23.25</td>
</tr>
<tr>
<td>Lead based Paint Abatement</td>
<td>23.25</td>
</tr>
<tr>
<td>Drywall Taper, Finisher</td>
<td>23.25</td>
</tr>
<tr>
<td>Drywall Machine Operator</td>
<td>23.75</td>
</tr>
<tr>
<td>Spray</td>
<td>23.75</td>
</tr>
<tr>
<td>Epoxy (Brush-Roller)</td>
<td>23.75</td>
</tr>
<tr>
<td>Epoxy (Spray)</td>
<td>23.75</td>
</tr>
<tr>
<td>Sandblasting (Operator)</td>
<td>23.75</td>
</tr>
<tr>
<td>Boatswain Chair</td>
<td>23.75</td>
</tr>
<tr>
<td>Swing Scaffold</td>
<td>23.75</td>
</tr>
<tr>
<td>Structural Steel (except bridges, tunnels, tanks)</td>
<td>23.75</td>
</tr>
<tr>
<td>Coal Tar epoxy</td>
<td>24.75</td>
</tr>
<tr>
<td>Asbestos Encapsulation</td>
<td>25.45</td>
</tr>
</tbody>
</table>

**Note:** For any shift which starts prior to 6:00 AM or after 12:00 Noon, all employees who work a single irregular work shift on governmental mandated work shall be paid an additional $2.00 per hour above the applicable wage scale.

**IMPORTANT NOTICE - EFFECTIVE 04/01/2009**

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 worked:**

- **Journeyman:** $24.10

### OVERTIME PAY

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

**NOTE:** Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

### HOLIDAY

**Paid:** See (1) on HOLIDAY PAGE

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

**NOTE:** A holiday that falls on a Sunday will be celebrated on Monday. A holiday that falls on a Saturday will be celebrated on Friday.

### REGISTERED APPRENTICES

**WAGES per hour:**

- **Painter/Decorator:** 750 hour terms at the following percentage of the Journeyman Basic wage rate:
  - 1st: $5.42
  - 2nd: $5.42
  - 3rd: $5.42
  - 4th: $5.42
  - 5th: $6.74
  - 6th: $6.74
  - 7th: $7.90
  - 8th: $7.90

- **Taper/Drywall Finisher:** 750 hour terms at the following percentage of the Journeyman Taper wage rate:
  - 1st: $5.42
  - 2nd: $5.42
  - 3rd: $5.42
  - 4th: $6.74
  - 5th: $6.74
  - 6th: $7.90

### SUPPLEMENTAL BENEFITS per hour worked:

**Painter/Decorator:**

- 1st: $5.42
- 2nd: $5.42
- 3rd: $5.42
- 4th: $5.42
- 5th: $6.74
- 6th: $6.74
- 7th: $7.90
- 8th: $7.90

**Taper/Drywall Finisher:**

- 1st: $5.42
- 2nd: $5.42
- 3rd: $5.42
- 4th: $6.74
- 5th: $6.74
- 6th: $7.90

6-31
JOB DESCRIPTION  Painter

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES
Per hour: 07/01/2019  05/01/2020
Bridge      $ 38.50       $ 39.55
Tunnel      38.50         1.05
Tank*       36.50         1.05

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour: $ 28.70

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

| 1st & 2nd terms | $ 5.45 |
| 3rd & 4th terms | 5.45 |
| 5th & 6th terms | 6.45 |

3-4-Bridge, Tunnel, Tank

---

JOB DESCRIPTION  Painter - Metal Polisher

ENTIRE COUNTIES

WAGES  07/01/2019
Metal Polisher  $ 30.58
Metal Polisher*  31.53
Metal Polisher** 34.08

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

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2019

Journeyworker:
All classification $ 7.72

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

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

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Wages per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$ 15.00</td>
</tr>
<tr>
<td>2nd</td>
<td>15.00</td>
</tr>
<tr>
<td>3rd</td>
<td>15.75</td>
</tr>
<tr>
<td>1st*</td>
<td>$ 17.39</td>
</tr>
<tr>
<td>2nd*</td>
<td>17.44</td>
</tr>
<tr>
<td>3rd*</td>
<td>18.29</td>
</tr>
<tr>
<td>1st**</td>
<td>$ 19.50</td>
</tr>
<tr>
<td>2nd**</td>
<td>19.50</td>
</tr>
<tr>
<td>3rd**</td>
<td>20.25</td>
</tr>
</tbody>
</table>

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

Supplemental benefits:
Per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Supplemental benefits per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$ 5.52</td>
</tr>
<tr>
<td>2nd</td>
<td>5.52</td>
</tr>
<tr>
<td>3rd</td>
<td>5.52</td>
</tr>
</tbody>
</table>

8-8A/28A-MP

JOB DESCRIPTION
Plumber

DISTRIBUTION 7

ENTIRE COUNTIES
Herkimer, Oneida

PARTIAL COUNTIES
Hamilton: Only the Town of Inlet.
Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.
Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom and Springfield.

WAGES
WAGES per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Plumber</th>
<th>Steamfitter</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/19</td>
<td>$ 36.20</td>
<td>36.20</td>
</tr>
<tr>
<td>05/01/20</td>
<td>$ 1.65</td>
<td>1.65</td>
</tr>
<tr>
<td>05/01/21</td>
<td>$ 1.80</td>
<td>1.80</td>
</tr>
</tbody>
</table>

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).

2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.

3. 3 consecutive work days or more:
   - First Shift- No Premium (Starting time 6AM-9AM)
   - Second Shift-Regular hourly rate plus 12%
   - Third Shift-Regular hourly rate plus 18%
SUPPLEMENTAL BENEFITS
Per hour:
Journeyman $28.50

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so
determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES
WAGES: Yearly terms at the following percentages of journeyman's wage.
1st 2nd 3rd 4th 5th
40% 50% 60% 70% 85%

SUPPLEMENTAL BENEFITS per hour worked:
$24.04

JOB DESCRIPTION Roofer

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES
Per hour: 07/01/2019 06/01/2020 06/01/2021
Roofers, Waterproofers $27.00 $1.75 $1.75

Additional per hour:
Green Roofing* $0.25 $0.25 $0.25
Pitch Removal & Appl. 0.90 1.15 1.40
Asbestos Abatement 1.30 1.40 1.50
Irregular Shift(s)** 3.75 4.00 4.00

NOTES:
Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.
* Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and
plantings.
** WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM FOR HOURS WORKED
BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyman $23.35

Additional contribution 0.75
on any Asbestos Abatement work.

OVERTIME PAY
See (B, E, E2*, Q) on OVERTIME PAGE
*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES
WAGES: 1000 hour terms
1st term (0 to 999) $17.52
2nd term (1000 to 1999) 18.55
3rd term (2000 to 2999) 20.25
4th term (3000 to 3999) 22.95
Additional per hour:
Green Roofing** $ 0.25
Pitch Removal & Appl. 0.90
Asbestos Abatement 1.30

SUPPLEMENTAL BENEFITS per hour:
1st term $ 17.58
2nd term 18.90
3rd term 22.35
4th term 23.35

Additional contribution 0.75
on any Asbestos Abatement work

Sheetmetal Worker 03/01/2020

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES
Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES
Per hour: 07/01/2019 05/01/2020
Additional $ 1.00

Sheetmetal Worker:
**(under $10 million) $ 29.00
**(over $10 million) 30.00

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, METAL ROOF FLASHINGS, AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyman $ 20.47
plus 3% of hourly wage paid

NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
WAGES: Six month terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>40%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
<tr>
<td>Wage</td>
<td>$11.60</td>
<td>$13.05</td>
<td>$14.50</td>
<td>$15.95</td>
<td>$17.40</td>
<td>$18.85</td>
<td>$20.30</td>
<td>$21.75</td>
<td>$23.20</td>
<td>$24.65</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour:
11.67* 12.13* 12.59* 13.06* 13.52* 13.98* 15.48* 15.94* 16.40* 16.87*

*Plus 3% of hourly wage paid. The 3% is based on the hourly wage paid, straight time or premium rate.

Sprinkler Fitter 03/01/2020

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>Per hour 07/01/2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprinkler</td>
<td>$ 34.91</td>
<td></td>
</tr>
<tr>
<td>Fitter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th></th>
<th>Per hour</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$ 24.93</td>
<td></td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 9.18</td>
<td>$ 9.22</td>
<td>$ 17.89</td>
<td>$ 17.93</td>
<td>$ 18.48</td>
<td>$ 18.52</td>
<td>$ 18.57</td>
<td>$ 18.61</td>
<td>$ 18.66</td>
<td>$ 18.70</td>
</tr>
</tbody>
</table>

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 8.27</td>
<td>$ 8.27</td>
<td>$ 18.04</td>
<td>$ 18.04</td>
<td>$ 18.29</td>
<td>$ 18.29</td>
<td>$ 18.29</td>
<td>$ 18.29</td>
<td>$ 18.29</td>
<td>$ 18.29</td>
</tr>
</tbody>
</table>

---

**Teamster - Building**

**JOB DESCRIPTION** Teamster - Building

**ENTIRE COUNTIES**

Hamilton, Herkimer, Oneida

**PARTIAL COUNTIES**

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grigg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worcester.

**WAGES**

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).
GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2019</th>
<th>07/01/2020</th>
<th>07/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group A</td>
<td>$21.79</td>
<td>$23.11</td>
<td>$24.47</td>
</tr>
<tr>
<td>Group B</td>
<td>$22.09</td>
<td>$23.11</td>
<td>$24.47</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour

<table>
<thead>
<tr>
<th>Journeymen</th>
<th>07/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23.11</td>
<td></td>
</tr>
</tbody>
</table>

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

Teamster - Heavy&Highway

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worcester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES
GROUP #1:
Warehousemens, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsterers, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.
For work bid on or after April 1, 1995, there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24.88</td>
<td></td>
</tr>
<tr>
<td>+$1.00 per*</td>
<td>hour worked</td>
</tr>
<tr>
<td>$25.68</td>
<td></td>
</tr>
<tr>
<td>+$1.00 per*</td>
<td>hour worked</td>
</tr>
<tr>
<td>$26.52</td>
<td></td>
</tr>
<tr>
<td>+$1.00 per*</td>
<td>hour worked</td>
</tr>
</tbody>
</table>

(*) not applicable to paid holidays

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

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

Welders

JOB DESCRIPTION Welder
DISTRICT 1

ENTIRE COUNTIES

WAGES
Per hour 07/01/2019
Welder: To be paid the same rate of the mechanic performing the work.*

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

OVERTIME PAY

HOLIDAY
1-As Per Trade
Overtime Codes

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

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(AA)</td>
<td>Time and one half of the hourly rate after 7 and one half hours per day</td>
</tr>
<tr>
<td>(A)</td>
<td>Time and one half of the hourly rate after 7 hours per day</td>
</tr>
<tr>
<td>(B)</td>
<td>Time and one half of the hourly rate after 8 hours per day</td>
</tr>
<tr>
<td>(B1)</td>
<td>Time and one half of the hourly rate for the 9th &amp; 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours</td>
</tr>
<tr>
<td>(B2)</td>
<td>Time and one half of the hourly rate after 40 hours per week</td>
</tr>
<tr>
<td>(C)</td>
<td>Double the hourly rate after 7 hours per day</td>
</tr>
<tr>
<td>(C1)</td>
<td>Double the hourly rate after 7 and one half hours per day</td>
</tr>
<tr>
<td>(D)</td>
<td>Double the hourly rate after 8 hours per day</td>
</tr>
<tr>
<td>(D1)</td>
<td>Double the hourly rate after 9 hours per day</td>
</tr>
<tr>
<td>(E)</td>
<td>Time and one half of the hourly rate on Saturday</td>
</tr>
<tr>
<td>(E1)</td>
<td>Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours</td>
</tr>
<tr>
<td>(E2)</td>
<td>Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather</td>
</tr>
<tr>
<td>(E3)</td>
<td>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</td>
</tr>
<tr>
<td>(E4)</td>
<td>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</td>
</tr>
<tr>
<td>(E5)</td>
<td>Double time after 8 hours on Saturdays</td>
</tr>
<tr>
<td>(F)</td>
<td>Time and one half of the hourly rate on Saturday and Sunday</td>
</tr>
<tr>
<td>(G)</td>
<td>Time and one half of the hourly rate on Saturday and Holidays</td>
</tr>
<tr>
<td>(H)</td>
<td>Time and one half of the hourly rate on Saturday, Sunday, and Holidays</td>
</tr>
<tr>
<td>(I)</td>
<td>Time and one half of the hourly rate on Sunday</td>
</tr>
<tr>
<td>(J)</td>
<td>Time and one half of the hourly rate on Sunday and Holidays</td>
</tr>
<tr>
<td>(K)</td>
<td>Time and one half of the hourly rate on Holidays</td>
</tr>
<tr>
<td>(L)</td>
<td>Double the hourly rate on Saturday</td>
</tr>
<tr>
<td>(M)</td>
<td>Double the hourly rate on Saturday and Sunday</td>
</tr>
<tr>
<td>(N)</td>
<td>Double the hourly rate on Saturday and Holidays</td>
</tr>
<tr>
<td>(O)</td>
<td>Double the hourly rate on Saturday, Sunday, and Holidays</td>
</tr>
<tr>
<td>(P)</td>
<td>Double the hourly rate on Sunday</td>
</tr>
<tr>
<td>(Q)</td>
<td>Double the hourly rate on Sunday and Holidays</td>
</tr>
<tr>
<td>(R)</td>
<td>Double the hourly rate on Holidays</td>
</tr>
<tr>
<td>(S)</td>
<td>Two and one half times the hourly rate for Holidays</td>
</tr>
</tbody>
</table>
(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.

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

| 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 |

| 5. 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

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS
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
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SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.01 BORINGS AND SUBSURFACE DATA

No borings were required for this project.

00160.02 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held after award of the Contract, but prior to commencement of construction, at the office of the Engineer, and the Contractor shall have an authorized representative of his firm present at this meeting.

00160.03 POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

00160.04 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

00160.05 NON-COLLUSIVE BIDDING CERTIFICATION

A Non-Collusive Bidding Certification form as bound in these Documents must be executed and accompany the Bid.

00160.06 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).
00160.06  IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION - Continued

The Bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its Bid.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in Section 00373 of this Bid document.

00160.07  PREVENTION OF SEXUAL HARASSMENT COMPLIANCE

The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 201-g entitled “Prevention of Sexual Harassment”.

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

The Bidder shall submit a signed, notarized, and dated Bidder’s Statement on Sexual Harassment Certification provided in Section 00376, “Bidder’s Statement on Sexual Harassment”.

END OF SECTION
The following sections are a separate digital file.

DIVISION 00[3 & 4]

BIDDING & CONTRACT REQUIREMENTS

SECTION 00301  BIDDER'S CHECKLIST
SECTION 00370  BID PRICES
SECTION 00373  IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION
SECTION 00376  STATEMENT ON SEXUAL HARASSMENT
SECTION 00480  NON-COLLUSIVE BIDDING CERTIFICATION
SECTION 00481  STATEMENT OF SURETY'S INTENT
SECTION 00484  PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION
SECTION 00499  BID SECURITY
BIDDING & CONTRACT REQUIREMENTS

DIVISION 00[3 & 4]

FOR

VILLAGE OF ILION
STAIR SYSTEM REPLACEMENT

CONTRACT NO. 1A – GENERAL CONSTRUCTION

MARCH 2020

PREPARED BY:

BARTON & LOGUIDICE, D.P.C.
443 ELECTRONICS PARKWAY
LIVERPOOL, NEW YORK 13088

BID PACKAGES SUBMITTED BY:

Name of Company: ________________________________
Address: ______________________________________
Phone: ________________________________________
SECTION 00301

BIDDER'S CHECKLIST

(All pages of this Section to be completed by Bidder PRIOR to Bid Submission)

Bid Prices, Page 00370-1 to 00370-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable.

State and Federal Requirements: Each of the following forms must be executed:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00373-1 to 00373-2: Requires Bidder’s signature.

BIDDER’S STATEMENT ON SEXUAL HARASSMENT, Page 00376-1: Requires completion and Bidder’s signature.

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00480-1: Requires Bidder’s signature.

STATEMENT OF SURETY’S INTENT, Page 00481-1: Requires completion and signature by Surety’s Representative.

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00484-1 to 00484-2: Requires completion and signature by Bidder.

BID SECURITY, Page 00499-1: Attach Bid Security to page labeled “BID SECURITY” (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).

LIST OF SUBCONTRACTORS: Submit in separate sealed envelope included within the sealed Bid envelope.

NOTE: To Bid all Contracts, the Bidder must fill in all pages this Section.

END OF SECTION
TO THE VILLAGE OF ILION:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1A – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Item

1. Lump Sum  Contract No. 1A – General Construction

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Acknowledgement of Addenda

Addendum No. | Date Received
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_________     | ________________
_________     | ________________
_________     | ________________

3.20  00370-1  492.025.001
The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: ________________________________
Contact Name: ________________________________
Address: ______________________________________
City, State, Zip: _________________________________
Telephone/Fax: _________________________________
Email: _________________________________________
FEIN: _________________________________________
(Federal Employee Identification Number) ________________________________

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.
This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of ____________________________ ($______) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated ____________________, 20____ **____________________________________________________________________

____________________________________________________________________

                                                 Signature of Bidder

Print Name of Signer of Bid ______________________________________________________
Address ______________________________________________________________________
____________________________________________________________________

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

   The County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The County has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

____________________________ ________________________________
Signature Title

____________________________ ________________________________
Company Name Date

State of ____________________________ ) SS:
County of ____________________________ )

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 acknowledged that he executed the same.

____________________________

END OF SECTION
IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, which generally prohibits the Owner from entering into contracts pursuant to the Bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: ______________, 20____

____________________, New York

Name of Bidder

________________________________________
Signature of Authorized Official

______________________________
Printed or Typed Name of Official and Title

Sworn to before me this
_______ day of__________, 20______
(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.

(c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

(d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: __________________________________________

By: __________________________________________

Title: __________________________________________

(CORPORATE SEAL IF ANY) END OF SECTION

3.20 00480-1
SECTION 00481

STATEMENT OF SURETY’S INTENT

To: ____________________________________________________________

We have reviewed the Bid of ____________________________________________

(Contractor)

of _____________________________________________________________

(Address)

for _____________________________________________________________

(Project)

Bids for which will be received on __________________________________________

(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded

to him, it is our present intention to become surety on the Performance Bond and Labor and

Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the

Contractor and ourselves, and we assume no liability to you or third parties if for any reason we

do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on

the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

______________________________________________________________

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION
SECTION 00484

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

    a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

    b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification’s and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

    a) “By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165”.

FIRM: ____________________________________________

By: ____________________________________________

Title: ____________________________________________

(CORPORATE SEAL IF ANY)
SECTION 00484

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

STATE OF )
) SS:
COUNTY OF )

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 acknowledged that he executed the same.

END OF SECTION
SECTION 00499

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION
This CONTRACT, in six (6) copies, made and entered into this _____ day of
______________, 20__, by and between the Village of Ilion, a municipal corporation, organized
and existing under the laws of the State of New York, with its principal office and place of
business located at 49 Morgan Street, Ilion, New York 13357, hereinafter designated as "Owner",
Party of the First Part,

and

__________________________________________

__________________________________________ of _______________________________________

County of ___________________________ State of _______________________________________

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the
part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of
the First Part for itself and its successors, and the Party of the Second Part for itself, himself or
themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall
furnish all materials and perform all work required to furnish and install complete Contract
No. 1A – General Construction.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the
performance by the Owner of all matters and things to be performed by the Owner as hereinafter
provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and
services, and to furnish all the labor and materials, plant and equipment necessary to complete, and
to complete in good, substantial, workmanlike and approved manner, the work described under
Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions
and provisions of this Contract and with the instructions, order and directions of the Engineer
made in accordance with this Contract.
Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:
Article 7. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

(a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.

(b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.

(c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.

(d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.

(e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.
SECTION 00570

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in six (6) copies the day and year first above written.

_________________________________________ (OWNER)

By: ______________________________________

(Seal)

CONTRACTOR

_________________________________________

(Seal) By: ______________________________________
SECTION 00570

AGREEMENT

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of __________________________

) SS:
County of __________________________

On this _____ day of ____________, 20___, before me personally came and appeared
______________________________ to me known, who, being by me
duly sworn, did depose and say that he is the __________________________
of the __________________________ described in and which
executed the foregoing instrument; that he knows the seal of said Owner; that one of the
impressions appearing on said instrument is a true and correct impression of such seal; and that he
affixed it thereto and attested the same over his signature by virtue of the authority in him vested.


(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of __________________________

) SS:
County of __________________________

On this _____ day of ____________, 20___, before me personally came and appeared
______________________________ to me known, who, being by me
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.


3.20 00570-5 492.023.001
(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

State of ____________________________

County of __________________________

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

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

State of ____________________________

County of __________________________

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 acknowledged that he executed the same.
STATE OF )
COUNTY OF )

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 limited liability company described
in and which executed the foregoing instrument; that he knows the seal of said limited liability
company; that one of the seals affixed to said instrument is such seal; that it was so affixed by
order of the managing members of said limited liability company, and that he signed his name
thereunto by like order.

________________________________________
(Certification of Owner's Attorney)

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

I have examined the foregoing Contract and surety bonds and the manner of
execution thereof, and I am of the opinion that each of the aforesaid agreements has been
duly executed by the proper parties thereto acting through their duly authorized
representatives; that said representatives have full power and authority to execute said
agreements on behalf of the respective parties named thereon; and that the foregoing
agreements constitute valid and legally binding obligations upon the parties executing the
same in accordance with the terms, conditions and provisions thereof.

By: __________________________________________
   Owner's Attorney

______________________________
   (Date)

END OF SECTION
SECTION 00610

PERFORMANCE BOND

(ATTACH PERFORMANCE BOND HERE)

END OF SECTION
SECTION 00620

LABOR & MATERIALS PAYMENT BOND

(ATTACH LABOR & MATERIALS PAYMENT BOND HERE)
SECTION 00650

CERTIFICATE OF INSURANCE

(ATTACH INSURANCE CERTIFICATES HERE)
GENERAL CONDITIONS

SECTION 00750

DEFINITIONS OF WORDS & TERMINOLOGY

00750.01 DEFINITIONS OF WORDS AND TERMS

Wherever the following words, or corresponding pronouns are used in this Contract, they shall have the meaning given herein:

CONTRACT, OR CONTRACT DOCUMENTS: each of the various documents referred to in the Agreement, both severally and as a whole, including all additions, deletions, modifications and interpretations incorporated therein or appended thereto by or with approval of the Owner prior to the execution of the Contract.

OWNER: the party of the first part to this Contract, or any duly authorized agents or officers empowered to act therefor.

CONTRACTOR: the party of the second part to this Contract, or the legal representatives or agents appointed by said party for the performance of the work.

ENGINEER: the firm of Barton & Loguidice, engaged by the Owner to provide Engineering services in connection with the work of this Contract, or its representatives duly authorized in writing to act therefor.

SURETY: the person, persons, firm or corporation who executes the Contractor's Performance Bond and Labor & Materials Payment Bond.

SUBCONTRACTOR: any person, other than employee of the Contractor, or any firm or corporation who contracts to act for or in behalf of the Contractor in performing any part of the work in connection with the Contract, exclusive of one who furnishes only materials or equipment.

PROJECT: the entire facility or improvement to which the Contract relates.

SITE: the area or areas bounded by the property lines shown on the Plans, and other areas that may be similarly designated.
SECTION 00750
DEFINITIONS OF WORDS & TERMINOLOGY

00750.01 DEFINITIONS OF WORDS AND TERMS - Continued

THE WORK: all labor, equipment and materials required, either expressly or by implication, to be furnished by the Contractor under this Contract or in connection with Change Orders or Supplemental Agreements thereto.

SUPPLEMENTAL AGREEMENT: an alteration or modification of the Contract Documents, made after execution of the Contract and agreed to in writing by the Contractor and the Owner.

CHANGE ORDER: a written order from the Owner to the Contractor directing an alteration or modification of the nature, scope or type of the work.

BOND OR PERFORMANCE BOND: the guarantee signed by the Surety, that the Contractor will complete all the work as required by the Contract.

LABOR & MATERIALS PAYMENT BOND: the guarantee, signed by the Surety, that the Contractor will pay for all Labor and Material required by the Contract.

SPECIFICATIONS: also referred to as DETAIL SPECIFICATIONS or TECHNICAL SPECIFICATIONS. The written directions, requirements, descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and specifically including Division 1 - Division 16 of the Contract Documents.

PLANS, DRAWINGS OR CONTRACT DRAWINGS: only those drawings listed as such in the Contract Documents with all Addenda thereto.

SHOP DRAWINGS, SETTING DRAWINGS, WORKING DRAWINGS, CONSTRUCTION DRAWINGS: drawings prepared, or caused to be prepared, by the Contractor, Subcontractors, or by their equipment or material suppliers in their behalf, including standard or stock equipment drawings, necessary to the performance of the work in addition to the Contract Drawings, or as may be required by the Engineer to be submitted for review.

ADDITIONAL DRAWINGS, SUPPLEMENTARY DRAWINGS: drawings, in addition to the Contract Drawings, which may be prepared and issued by the Engineer as part of the instructions to or requests of the Contractor in connection with the work of the Contract or appertaining to changes in the work.
ADDENDUM, ADDENDA: additional Contract provisions, deletions or changes issued by the Owner prior to the receipt of bids.

WRITTEN NOTICE: all written and authoritatively signed communications required in the normal conduct of the work or required to obtain compliance with the Contract provisions or preserve the rights of any party to the Contract. Written notice shall be considered as served when either delivered in person or deposited in a post-paid wrapper in a regularly maintained U.S. Mailbox and addressed to the person, firm or corporation intended to receive such notice, or to their appropriate agent, to the last business address of such known to the server. If mailed, the period of notice shall run from the time of the postal cancellation. It shall be incumbent upon each party to the Contract, and the Engineer, to advise the other parties to the Contract, and the Engineer, of any change in their business address until completion of the Contract and the expiration of all guarantee periods connected therewith.

DIRECTED, ORDERED, REQUIRED, DESIGNATED, PERMITTED, GRANTED, INSTRUCTED, CONSIDERED NECESSARY, APPROVED, SATISFACTORY, ACCEPTABLE: words referring to action or satisfaction of the Engineer, unless another meaning is specifically stated. The same shall apply to words of like import.

AS SHOWN, AS SHOWN ON THE PLANS: words referring to lines, numbers, or statements, or combinations thereof, on the Contract Drawings, unless another meaning is specifically stated.

ELEVATION: or any abbreviation of the word "elevation", followed by figures, shall refer to the distance in feet above the datum established by the Engineer for the Project.

ACT OF GOD: an earthquake, flood, excessive wind or other unusual natural occurrence. Rain, snow, wind, flood, lightning or other natural phenomenon of normal intensity for the locality shall not be included in the meaning of the term.

APPROVED EQUAL, EQUAL: in the Contract Documents or Contract Drawings wherever brand names are specified and followed by the phrase "or approved equal", this phrase shall be modified to read "or equal".
SECTION 00750
DEFINITIONS OF WORDS & TERMINOLOGY

00750.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES

References in these Specifications to published specifications and codes of private and governmental technical societies and agencies shall mean the latest specification for the item or operation involved. Abbreviations of these organizations used in these Specifications may include the following:

AASHTO American Association of State Highway and Transportation Officials
ACI American Concrete Institute
ACPA American Concrete Pipe Association
AGA American Gas Association
AGCA Associated General Contractors of America
AGMA American Gear Manufacturers Association
AISC American Institute of Steel Construction
AMCA American Mechanical Contractors Association
ANSI American National Standards Institute
APWA American Public Works Association
ARI American Refrigeration Institute
ASA American Standards Association
ASCE American Society of Civil Engineers
ASHRAE American Society of Heating, Refrigeration & Air Conditioning Engineers
ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials
AWPA American Wood Preservers Association
AWS American Welding Society
AWWA American Water Works Association
CEMA Conveyor Equipment Manufacturers Association
CIPRA Cast-Iron Pipe Research Association
FM Factory Mutual System
HEI Heat Exchange Institute
HI Hydraulics Institute
IEEE Institute of Electrical and Electronics Engineer
IPCEA Insulated Powers Cable Electric Association
NAFM National Association of Fan Manufacturers
## SECTION 00750

**DEFINITIONS OF WORDS & TERMINOLOGY**

### 00750.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES - Continued

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<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>NBC</td>
<td>National Building Code</td>
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<tr>
<td>NBFPU</td>
<td>National Board of Fire Protection Underwriters</td>
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<tr>
<td>NBCA</td>
<td>National Bituminous Concrete Association</td>
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<td>NCPI</td>
<td>National Clay Pipe Institute</td>
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<tr>
<td>NEC</td>
<td>National Electrical Code</td>
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<td>NELA</td>
<td>National Electrical Lamp Association</td>
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<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
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<td>NETA</td>
<td>National Electrical Testing Association</td>
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<td>NFPA</td>
<td>National Fire Protection Association</td>
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<tr>
<td>NSWMA</td>
<td>National Solid Wastes Management Association</td>
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<td>NYSDOT</td>
<td>New York State Department of Transportation, Standard Specifications (Construction and Materials)</td>
</tr>
<tr>
<td>NYSECC</td>
<td>New York State Energy Conservation Code</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational, Safety and Health Act</td>
</tr>
<tr>
<td>PCA</td>
<td>Portland Cement Association</td>
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<td>SSPC</td>
<td>Steel Structures Painting Council</td>
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<tr>
<td>UL</td>
<td>Underwriter Laboratories', Inc.</td>
</tr>
<tr>
<td>USEPA</td>
<td>United States Environmental Protection Agency</td>
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**END OF SECTION**
GENERAL CONDITIONS

SECTION 00751

POWERS AND DUTIES OF ENGINEER

00751.01 RESPONSIBILITY OF THE ENGINEER

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

A. Observation of the Work: The Engineer will make periodic visits to the site to observe the progress and the quality of the executed work. All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make their observations and construction review.

B. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the acceptability of the work.

C. Engineer's Decisions: All claims of the Owner or the Contractor shall be presented to the Engineer for decision which shall be final except in cases where time and/or financial considerations are involved.

D. The Engineer shall not be responsible for the Contractors or any Subcontractor's construction means, methods, controls, techniques, sequences, procedures or construction safety or their failure to complete the work in accordance with the Contract Documents.
SECTION 00751
POWERS AND DUTIES OF ENGINEER

00751.01 RESPONSIBILITY OF THE ENGINEER - Continued

E. Oral Agreements: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceedings of any other waiver or modification.

00751.02 INSPECTION OF WORK

Inspection services, performed by the Engineer pursuant to this Contract, whether of material or work, and whether performed prior to, during or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the Contract Plans and Specifications.

Nothing contained herein shall create, or be deemed to create:

A) any duty upon the Engineer to supervise the construction procedures and safety procedures followed by any Contractor or Subcontractor or their respective employees or by any other persons at the job site, or

B) any liability whatsoever by the Engineer to any employees or any Contractor or Subcontractor or to any other person.

00751.03 NO WAIVER OF RIGHTS

No inspection or approval by the Owner, the Engineer, or any of their employees, nor any order, measurement or certification by the Engineer, nor payment for, nor acceptance of the whole or any part of the work by the Owner or the Engineer, nor any order of the Owner for payment of money, nor any possession taken by the Owner, nor any extension of time shall operate as a waiver of any provision of the Contract, or of any right to damage herein provided or of any power herein reserved. Neither shall a waiver of any breach of the Contract be construed to be a waiver of any other or subsequent breach. All remedies in the Contract shall be construed
SECTION 00751

POWERS AND DUTIES OF ENGINEER

00751.03  NO WAIVER OF RIGHTS - Continued

as being cumulative, in addition to each and every other remedy herein contained. The Owner shall have any and all legal and equitable remedies and recourse which they would in any case have.

END OF SECTION
00752-1

GENERAL CONDITIONS

SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.01 GUARANTEES, PERFORMANCE BONDS, LABOR AND MATERIALS
PAYMENT BONDS AND GUARANTEES

The Contractor shall furnish Performance and Labor and Materials Payment Bonds each in an amount not less than the full amount of the accepted bid. The Performance Bond shall guarantee faithful performance of the work in compliance with all Contract Documents. The Labor and Materials Payment Bonds shall guarantee the payment of all persons performing labor or furnishing materials in connection therewith. The Bonds shall be in a form approved by the Owner and dated the same as the executed Agreement. The Surety company or companies shall be designated by the Contractor and shall be authorized to transact business in New York State, and if this is a Federally aided project, shall appear on the U.S. Treasury Department's most current list (Circular 570 as amended). The premium for these Bonds shall be paid by the Contractor and shall be included as a part of their Bid. An Attorney-in-fact who signs Performance or Labor and Materials Payment Bonds shall file with each Bond or copy thereof a certified copy of their Power-Of-Attorney to sign such Bonds.

Cash in the form of United States currency or a certified check payable to the Owner in the full amount of the accepted Bid, deposited with the Owner, will be accepted in lieu of both Bonds. Such deposit shall serve as the Performance, and Labor and Materials Payment Bonds for all purposes specified, and the Contractor agrees that such deposit, or such portion thereof as may be required to satisfactorily complete the work, shall be forfeited to the Owner.

The Owner reserves the right to order or approve additions to, omissions from, or changes in the work without notice to the Surety.

The Contractor guarantees all the work, materials and equipment called for in the Contract against defects in materials or workmanship for a period of twelve months following the date of the Notice of Substantial Completion. Under this guarantee, the Contractor shall make good, at their own expense and without delay, any failure of any part due to poor or faulty materials, construction or installation, or to the failure of any equipment to satisfactorily perform the work required of it by the Specifications. The Contractor shall also make good any damage to any part of the Project, the environment or other property of the Owner caused by such failure.
Any work replaced or rebuilt during the above-mentioned guarantee period shall be similarly guaranteed for a 12-month period starting from the date of acceptance of the repair, reconstruction or replacement.

The Contractor's Performance and Labor and Materials Payment Bonds specified in the above paragraph shall fully cover all guarantees specified.

At any time the Owner may become dissatisfied with the Surety or Sureties who furnished the Performance Bond and the Labor and Materials Payment Bonds, or if for other reasons the Bond(s) shall, in the opinion of the Owner, cease to be adequate security to the Owner, the Contractor shall, within five days after notice from the Owner, substitute a new Bond(s) acceptable to the Owner in form, amount and Surety. The premium on such Bond(s) shall be paid by the Contractor. No payments on any Monthly Estimate shall become due and none shall be made until the new Surety shall have been approved and the Bond(s) executed and accepted.

The Contractor, at their own expense, shall procure and maintain until one year after the date of the Notice of Certificate of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred, insurance for liability for damages required by law of the kinds and in the amounts stated herein and as may be modified by provisions in the Additional Instructions, through insurance companies authorized to operate in New York State. The insurance shall cover all operations necessary to complete the work, whether performed by the Contractor or Subcontractors. Before starting work, the Contractor shall furnish the Owner one duplicate original policy and five certificates of insurance for each and every type of insurance required.
00752.03 CONTRACTOR’S INSURANCE - Continued

All liability insurance required by this Contract shall be maintained in force during the term of this Contract and until one year after the date of the Notice of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred.

1. Commercial General Liability Insurance $1,000,000 Occurrence
   Bodily Injury & Property Damage $2,000,000 Aggregate

2. Automobile Liability
   Bodily Injury & Property Damage $1,000,000 Combined Single Limit

3. Umbrella Liability
   $4,000,000 Occurrence
   $4,000,000 Aggregate

4. Workers Compensation & Employers Liability Statutory

A. Additional Insured – Contractor shall name Contractor, Owner, the Engineers and any other entity required by contract as additional insured on all liability policies except Workers Compensation and Owners, Contractors Protective Liability with respect to all operations under the Contract by the Contractor, Subcontractor, including suspension and omissions of the Owner. The additional insured status shall be on a primary and non contributing basis over all other valid and collectible insurance, with respect to this Contract.

B. Additional Conditions
   1. Waiver of Subrogation: The Contractor and Subcontractors waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Owner, the Engineer, the Engineer’s consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by bodily injury, property damage, fire or other causes of loss to the extent covered by insurance provided under the Contract or other insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor’s sub-subcontractors, agents and employees, by appropriate
agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2. Commercial General Liability (CGL):
   a. Coverage with limits of Insurance of not less than $1,000,000 each occurrence and $2,000,000 Annual Aggregate.
   b. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project/location.
   c. CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury and contractual liability.
   d. Contractor, Owner and all other parties required of the Contractor, shall be included as additional insureds on the CGL. Coverage for the additional insureds shall apply as Primary and noncontributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
   e. Contractor and Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least one year after Contractor or Subcontractor last performs any work under the Contract.

3. Auto Liability:
   a. Business Auto Liability with a combined single limit of at least $1,000,000 each accident.
   b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
   c. General Contractor, Owner, Engineers and all other parties required of the General Contractor, shall be included as additional insureds on the auto policy.
SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.03 CONTRACTOR'S INSURANCE - Continued

4. Umbrella Insurance:
   a. Umbrella limits must be at $4,000,000 each occurrence and $4,000,000 aggregate.
   b. Umbrella coverage for such additional insureds shall apply as primary before any
      other insurance or self-insurance, including any deductible, maintained by, or
      provided to, the additional insured other than the CGL, Auto Liability and
      Employers Liability coverages maintained by Contractor.

5. Workers Compensation and Employers Liability:
   Statutory for New York State. All other states Employers Liability/Insurance limits
   of at least $500,000 each accident for bodily injury by accident and $500,000 each
   employee for injury by disease.

6. Property Insurance (Builders Risk):
   The Contractor shall provide and maintain, at their own expense, such property
   insurance as required by Contract. Policy(s) shall provide cover for fire, extended
   cover including open (special) perils and theft to insure all work and materials of the
   Contract against loss or damage. The value of the insurance shall at all times be
   equal to or greater than the full value of the Contract. Insurance policies shall be in
   the name of the Owner and payable to the Owner. Any proceeds there to shall be
   retained by the Owner as security for the performance by the Contractor in making
   good any loss, damage or injury. Upon such satisfactory performance by the
   Contractor, the proceeds shall be paid by the Owner to the Contractor.

C. Owners, Contractors Protective Liability Insurance
   Owners Protective Liability Insurance at the limits stated in the Additional Instructions
   issued in the name of the Owner to and covering the liability for damages imposed by law
   upon the Owner with respect to all operations under the Contract by the Contractor or
   their Subcontractor, including supervisory acts and omissions of the Owner. Unless
   otherwise stated in the Additional Instructions, a minimum of $1,000,000 per occurrence
   / $2,000,000 aggregate is required.
SECTI0N 00752
INSURANCE, SECURITIES AND GUARANTEES

00752.03 CONTRACTOR'S INSURANCE - Continued

D. Insurance Certificates
Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor/Owner.

END OF SECTION
GENERAL CONDITIONS

SECTION 00753

STATUS OF CONTRACTOR

00753.01 REPRESENTATIONS OF CONTRACTOR

The Contractor warrants and represents that:

A. They are familiar with all Federal, State, County and Municipal laws, ordinances, regulations and codes pertinent to the work and those employed in connection therewith, including any special acts relating to the work or the Project.

B. They have carefully examined all the Contract Documents and the Site and has, thereby satisfied themselves as to: the location and nature of the work; the quantity, quality and nature of both surface and subsurface structures and materials apt to be encountered; the quantity, quality and types of plant, equipment and other facilities necessary for the performance of the work; the general and local conditions; and all other matters which may in any way affect the work or their performance under the Contract.

C. Such work, both temporary and permanent, required under the Contract can be satisfactorily constructed and used for its intended purpose, without injury to any person or damage to any property.

D. They are financially solvent and experienced in and competent to perform the work of the Contract.

E. If a corporation foreign to the State of New York, they are aware of the provisions of Article 13 of the Business Corporation Law, with specific reference to the requirements in Section 1301 that certain corporations may not do business in this State without first obtaining a certificate of authority from the Secretary of State.

F. If a corporation, they are aware of the provisions of Article 145 of the Education Law, with specific reference to the requirements and prohibitions of Section 7209 relating to the practice of professional engineering, or the use of the word "engineer" or "engineering" in a corporate name.
SECTION 00753

STATUS OF CONTRACTOR

00753.02   ADDRESS OF CONTRACTOR

Both the address given in the bid and the Contractor's office at or near the Site, if such is established, are designated as places to either of which letter, notices, or other communications to the Contractor may be mailed or delivered. The delivery at either place, or the depositing, in a post-paid wrapper addressed to either place, in any regularly maintained U.S. Post Office Box, of any letter, notice, or other communication shall be deemed sufficient service thereof upon the Contract. If at any time during the life of the Contract, it is necessary to change either address, the Contractor shall give written notice to the Owner, the Surety and the Engineer.

Nothing herein shall act to prevent or invalidate the personal delivery in hand of any letter, notice or other communication to the Contractor.

00753.03   PATENTS

The Contractor shall pay, as part of this Contract, all costs and fees required to obtain the legal right to use patented equipment, designs, or procedures to be used, as part of the work on this Contract.

The Contractor shall defend, indemnify, keep and save harmless the Owner from all costs, damages, liabilities, judgments and expenses, including reasonable attorney fees which may in any way arise against the Owner because of the use of any patented material, equipment or process furnished or used in the performance of the work or because of the use of patented designs supplied by the Contractor and accepted by the Owner.

If any claim, suit or action at law or inequity of any kind involving any such patent is brought against the Owner, the Owner may retain from any moneys due or to become due to the Contractor an amount considered sufficient by the Owner to protect itself against loss until such action is settled and satisfactory evidence to that effect has been supplied to the Owner.

00753.04   CONTRACTOR'S OBLIGATIONS

The Contractor shall furnish all the plant, machinery, labor, equipment, material, tools, appliances, shoring, bracing and scaffolding necessary to the proper and safe completion of the work in the manner specified, shown and directed within the time specified. They shall suitably cover the work whenever necessary, and otherwise protect it from damage from any cause whatsoever.
SECTION 00753
STATUS OF CONTRACTOR

00753.04 CONTRACTOR'S OBLIGATIONS - Continued

If in the opinion of the Engineer the Contractor's procedures or appliances appear at any time, either before or during progress of the work, to be inadequate or insufficient to provide the quality of the work, or the rate of progress specified, they may order the Contractor to improve their character and increase their sufficiency, and the Contractor shall comply therewith. However, failure of the Engineer to issue such an order shall not relieve the Contractor of their obligations to secure the safety, quality or progress of the work, and the Contractor alone shall be responsible for the safety, adequacy and efficiency of their methods, plant and appliances.

00753.05 LIABILITY FOR INJURIES OR DAMAGE

The Contractor shall be solely responsible and liable for the safety and protection of all persons, including but not limited to the Owner, Engineer, Contractor and Subcontractor and their employees, suppliers and visitors, and shall be solely responsible and liable for the safety and protection of property, including but not limited to the Site and its appurtenances and equipment, and they shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property and its appurtenances, which occurs on account of the work, or because of any negligence, fault or default of the Contractor, a Subcontractor or any of their officers, employees or agents.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. They shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

00753.06 GENERAL INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the Contractor’s Work under this Contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor’s Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part
00753.06  GENERAL INDEMNIFICATION - Continued

by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

00753.07  CONTRACTOR'S CLAIM FOR DISPUTED WORK

If the Contractor believes they or their Subcontractor or anyone directly or indirectly employed by any of them has sustained damage for disputed work, for which they claim they should be compensated, they shall give written notice to the Engineer, describing the nature and circumstances of the disputed work, within seven days after sustaining such damage. The Contractor shall also file with the Engineer, within 30 days of the date on which the alleged damage occurred, an itemized statement of the character and amounts of such damage. Unless both statements shall be filed as so required, the claim for compensation shall be considered invalid and the Contractor shall not be entitled to any payment therefor.

The Contractor shall proceed diligently with performance of the disputed work pending final resolution of their claim for damages.

During the progress of such disputed work, the Contractor shall provide to the Engineer daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof as specified in Section 00757.03.

If the Owner determines that the work in question is Contract work and not a Changed condition, they shall direct the Contractor to continue the disputed work, and the Contractor must promptly comply.

If the Owner determines that the work in question is not Contract work and is a Changed condition, they shall direct the Contractor to continue the work and shall have prepared a Change Order in accordance with Section 00757.03.
SECTION 00753

STATUS OF CONTRACTOR

00753.08  NO CLAIMS AGAINST INDIVIDUALS

No claim shall be made by the Contractor or their Subcontractor or anyone directly or indirectly employed by any of them against any officer, employee or agent of the Owner and the Engineer for, or because of, anything done or failure to be done in connection with the work.

00753.09  CONTRACTOR'S TITLE TO MATERIALS

Neither the Contractor nor any Subcontractor shall purchase any materials, equipment or supplies for work subject to any chattel mortgage or under a conditional sale agreement or other agreement by which an interest is retained by the seller. The Contractor shall obtain and maintain good and clear title to all materials and supplies used by them in the work until attachment to or incorporation in the work.

Nothing in the Contract shall be construed as vesting in the Contractor any property right in materials or equipment specified after they shall have been attached to or incorporated in the work or the ground, nor in materials and equipment for which partial payments have been made. All such materials and equipment shall become the property of the Owner upon such attachment or incorporation.

00753.10  TITLE TO OLD MATERIALS

All materials removed from existing structures or construction, and all materials or articles of intrinsic or historic value found in excavations or on the Site shall be brought to the attention of the Engineer, and if they shall so order, shall become or remain the property of the Owner, and shall be carefully preserved for future use. If not claimed by the Owner, such materials or articles shall be removed from the Site and disposed of by the Contractor at their own expense.

END OF SECTION
GENERAL CONDITIONS

SECTION 00754

CONTRACTOR'S ORGANIZATION & STAFF

00754.01 SUPERINTENDENTS, FOREMEN & AGENTS

The Contractor shall at all times, except during periods of shut-down or work suspension that have been approved or directed, have a competent superintendent, foreman or other representative on the Site, who shall see that the work is performed in accordance with the Contract Documents and directions of the Engineer given thereunder, and who shall have authority to act for the Contractor and to receive and carry out orders from the Engineer, and who shall receive materials and equipment shipped to the Contractor. The Contractor shall be responsible for the acts of their superintendents, foremen, agents and employees during the life of the Contract.

00754.02 COMPETENCY & CHARACTER OF EMPLOYEES

The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen.

Whenever the Engineer informs the Contractor that any person on the work is, in the Engineer's opinion, incompetent, intemperate, unfaithful, insufficiently skillful, or disorderly, or refuses to carry out the provisions of the Contract, or to stop doing unsatisfactory work when so ordered, or who uses threatening or abusive language to, or engages in offensive, hostile, or harassing conduct toward the Owner, Engineer, or any authorized representative(s) thereof, such person shall be discharged from the work by the Contractor and shall not again be employed without written consent of the Engineer.

00754.03 CONTRACTOR'S FIELD OFFICE

Unless waived by provisions within Additional Instructions, the Contractor shall provide, furnish and maintain for their own use a field office, with telephone, on the Site during the entire period of construction. The Contractor shall obtain approval of the Engineer of the type, size and location of such office, shanties or other temporary structures on the Site, prior to their erection.
The Contractor will receive no direct payment for providing, maintaining or removing the Contractor's Field Office specified above, and compensation for same shall be included, as part of their overhead, in the prices to be paid for the various items in this Contract.

END OF SECTION
00755-1

GENERAL CONDITIONS

SECTION 00755

PERMITS, TAXES, ACCESS, OTHER CONTRACTS

00755.01 LAWS, REGULATIONS & PERMITS

The Contractor shall procure at their own expense all necessary permits from the Federal, State, County, Town, municipal or other public agencies that may be involved in the work or the Project or have jurisdiction thereover, and shall serve all notices required by law or ordinance and pay all fees and charges incidental thereto. They shall at all times keep themselves fully informed of all laws, ordinances and regulations which in any way affect the work, the materials, methods and equipment used in the work, the conduct of the work, and persons engaged or employed on the work, and of all orders, instructions and decrees of bodies, agencies or tribunals having any authority or jurisdiction over the work or the Project.

If the Contractor should discover any discrepancy or inconsistency in any Contract Documents relating to any permit, law, ordinance, regulation, code, order, decree or instruction, they shall immediately report the same in writing to the Engineer.

The Contractor shall at all times observe and comply with all such existing and all laws which come into existence during the execution of the Contract, as well as permits, codes, decrees, ordinances, regulations, orders and instructions, and shall cause their superintendents, foremen, employees and agents to do likewise.

00755.02 REQUIRED LEGAL PROVISIONS DEEMED INCLUDED

All clauses and provisions of law required by law to be included in the Contract shall be deemed to be included herein, and the Contract shall be interpreted, administered and enforced as though they were included. If, through oversight or otherwise, any such clause or provision is not included, or is not correctly included, the Contract shall immediately be physically amended or corrected, at the request of either party, to provide the necessary compliance.

The inclusion in the Contract Documents of any portion of any law or ordinance or code, regulation, decree, order, permit, instruction or interpretation emanating from a public body or agency, shall not be construed to mean that all such laws or legal requirements deemed necessary, in effect, or applicable to all or any portion of the work or the Contract have been included.
00755.03 UNLAWFUL REQUIREMENTS DEEMED EXCLUDED

If the Contract Documents contain any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making of the Contract by the parties thereto, such provision shall be construed to be of no effect and shall, upon written notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder on both parties.

00755.04 TAXES

The Contractor shall pay all sales, use, excise, transportation and other taxes and fees for which they are liable under the Contract. The cost of such taxes and fees shall be included in the price, or total of several prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor.

00755.05 ACCESS TO WORK AND CONTRACTOR'S RECORDS

The Owner and the Engineer, and their employees, agents and representatives, shall have access to the work, the Site, and the premises used by the Contractor, and the Contractor shall provide and maintain safe and suitable facilities therefor. Subcontractors, and any other parties who may contract with the Owner to do work on the Site shall, for all purposes which may be required by their contracts, have the same privileges and facilities.

Whenever requested, the Contractor shall give the Engineer access to invoices, bills of lading, trip tickets, lists of employees, survey notes and other such data connected with the work.

END OF SECTION
GENERAL CONDITIONS

SECTION 00756

TIME ELEMENTS

00756.01 COMMENCEMENT & COMPLETION

The Contractor shall begin performance of the work within the time specified in the Information for Bidders, and shall substantially complete the work within the time specified in the Information for Bidders.

00756.02 TIME OF ESSENCE

Since the provisions of this Contract relating to the commencement and completion of the work are to enable the Owner to construct and place in use an improvement or facility in accordance with a pre-determined program, such provisions are of the essence of this Contract. It is agreed that the Owner will suffer damages if the work is not completed in the time specified.

00756.03 PROGRESS

The rate of progress shall be as uniform as practicable and such that all the work will be completed within the time specified, or within any time extensions that may be granted by the Owner.

The Engineer will notify the Contractor in writing if, at any time, they are of the opinion the work is unnecessarily delayed and will not be completed on time. The Contractor shall, within 10 days after receipt of such notice, take such action as will, in the opinion of the Engineer, improve the rate of progress to an extent that will insure completion of the work within the time specified. If the Contractor shall fail or refuse to take such steps within 10 days, the Owner may notify the Contractor to stop work or terminate the Contract in accordance with the provisions of Article 00760.01, OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

00756.04 APPROVED WORK SCHEDULES

Unless waived by provision in the Information for Bidders, within three weeks after award of the Contract, the Contractor shall submit to the Engineer for approval three copies of their proposed work schedule. The schedule shall show the Contractor's proposed relative
SECTION 00756
TIME ELEMENTS

00756.04 APPROVED WORK SCHEDULES - Continued

order and sequence of commencement and completion of all salient portions of the work, including the delivery and installation of equipment, and shall give the estimated dates of commencement and completion of the various portions of the work.

If more than one Contract is to be awarded on the same phase of the project, the General Contractor shall provide the Engineer with additional copies of their work schedule after the schedule shall have been approved. The Engineer will transmit these to the other Contractors for reference in the preparation of their proposed work schedules and submittal of same for approval. In such case each Contractor other than the General Contractor shall submit their proposed schedule for approval within three weeks after receipt of a copy of the General Contractor's approved schedule.

Each Contractor shall adhere to the approved schedule for their Contract. If a Contractor causes one or more other Contractors to be damaged by failing to adhere to their schedule, they shall save harmless the Owner and the Engineer from any and all actions and charges of the other Contractors against the Owner or the Engineer as the result of such failure.

If the Contractor is behind schedule any month, the Contractor shall indicate what measures it will take in the next thirty (30) days to put the work back on schedule. If the Engineer finds the revised schedule not acceptable they may require the Contractor to submit a new revised schedule.

If the Contractor fails to submit a work schedule within the time period described or any revision or update when required, the Owner may withhold payment pursuant to Section 00759.07 of the Contract until such time as the Contractor submits the required work schedule.

See also Article 01012.01, COLLATERAL WORK.

00756.05 WORK SUSPENSION

When, in the opinion of the Engineer, good cause of suspension of the work exists, the Contractor shall suspend the work or any portion thereof, upon written order of the Engineer, for such period of time as the Engineer may direct. If the reason for suspension is beyond the control of the Contractor, the time within which the work is required to be completed shall be extended by the number of calendar days the work is suspended.
00756.06 TIME EXTENSIONS

Should the work be obstructed or delayed through the neglect, delay or default of any other Contractor on the Project, or by an Act of God, or by a general strike, or by delays caused by governmental authorities having jurisdiction over the work, or by delay on the part of the Owner in performing any work or furnishing any material or equipment stated in the Contract to be furnished by the Owner, or by any Supplementary Agreement or Change Order issued by the Owner, the Contractor shall have no claim for damages against the Owner or the Engineer, other than the price or prices agreed upon under Supplemental Agreement, or Change Order, but shall be entitled to such an extension of time for completion of the work as the Engineer certifies is equitable because of such obstruction, delay, Supplemental Agreement, or Change Order, provided that claim for a time extension is made by the Contractor, in writing within seven days from the end of the time when the alleged cause therefore shall have occurred. Time necessary for Shop Drawing review, for changes to meet actual conditions, and delays incurred by seasonal and weather limitations for the locality should be normally anticipated and are neither compensatory nor eligible for extensions of time. See also ARTICLE 01012.01, COLLATERAL WORK, and 00757.03, CHANGE ORDERS AND PAYMENT OR CREDIT THEREFOR.

00756.07 ENGINEERING AND INSPECTION CHARGES

When the work embraced in the Contract is not substantially completed on or before the date specified therein, or within any time extensions granted by the Owner, engineering and inspection expenses incurred by the Owner in connection with the work from the specified or extended date of substantial completion until the date of actual Substantial Completion shall be charged to the Contractor. The date of actual substantial completion shall be determined as the date of issuance of the Notice of Substantial Completion.

Supplementary Agreements or Change Orders added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner prior to assessing engineering and inspection charges against the Contractor.

In addition, should the Contractor apply for and receive dispensation to work more than eight hours per day or forty hours per week by the Industrial Commissioner, the Contractor will be charged the associated overtime premium rate for the Engineer's on-site inspection representative(s).
00756.07 ENGINEERING AND INSPECTION CHARGES - Continued

Should the remaining minor punch list items not be completed within sixty (60) days of the Notice of Substantial Completion or within any time extensions granted by the Owner, the Contractor shall pay the Owner for any engineering and inspection expenses incurred by the Owner from the specified or extended date of minor punch list completion until when such punch list items are fully complete.

These additional engineering and inspection charges shall be in the form of agreed-upon damages to the Owner and shall be deducted from moneys due or to become due the Contractor.

00756.08 PER DIEM CHARGES FOR DELAY

For each calendar day or fraction thereof that any work except minor punch list items as listed on the Notice of Substantial Completion shall remain uncompleted after the Contract time specified for the substantial completion of the work in the Information For Bidders or extensions thereof granted by the Owner, the Contractor shall pay the Owner agreed-upon damages as follows, unless modified in the Additional Instructions:

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<th>Original Contract Amount</th>
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The date of actual Substantial Completion shall be determined as the date of issuance of the Notice of Substantial Completion.
SECTION 00756

TIME ELEMENTS

00756.08 PER DIEM CHARGES FOR DELAY - Continued

Such sums shall be in addition to engineering and inspection charges as provided for in ARTICLE 00756.07 and shall not be in the nature of a penalty, but agreed-upon damages to the Owner in such case and shall be a part of the consideration of the Contract.

The sums and charges specified above shall be deducted from moneys due or to become due the Contractor and the amount still owing, if any, shall be paid on demand by the Contractor or the Surety. Such payments shall not relieve the Contractor or the Surety from any other obligation under the Contract.

Before assessing engineering and inspection charges, or per diem charges for damages, the Owner will give due consideration to any and all Supplementary Agreements and Change Orders as well as extenuating circumstances beyond control of the Contractor including any delays due to any preference, priority or allocation order duly issued by the Government. Such charges will be assessed, however, in cases in which the Owner considers the Contractor liable as the result of slow work, inefficient operation, insufficient labor, equipment or material, the removal and replacement of poor work, or other unwarranted reasons.

END OF SECTION
GENERAL CONDITIONS

SECTION 00757

CHANGES IN THE WORK

00757.01 RIGHT TO ALTER CONTRACT

The Owner may at any time alter or modify the Contract Documents, and the Contractor shall conform to such alterations or modifications after the Owner and the Contractor shall have entered into a Supplementary Agreement in writing therefor. The Contractor shall perform no work and furnish no material in connection with the alterations or modifications, nor shall they receive any additional payment therefor, unless and until such a Supplementary Agreement has been executed, as required by law. The Owner and the Contractor agree that alterations and modifications thus made shall in no way compromise the validity or coverage of the original Contract or Bond, or the liability of the signers thereof. All work performed under any such Supplementary Agreement shall be subject to all the provisions of the original Contract not expressly altered or modified.

00757.02 MINOR CHANGES

When ordered by the Engineer, the Contractor shall make minor changes in the location of the work, installation of equipment, and other things called for in the Contract, at no additional cost to the Owner. Such minor changes shall be limited to matters that do not alter the character, quantity or cost of the work as a whole. The Engineer shall be the sole judge of what constitutes a minor change.

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR

The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work the contract sum being adjusted accordingly. All such work shall be executed in conformity with the terms and conditions of the original Contract, unless otherwise provided in the order for same. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a Change Order, bearing the signed approval of the Owner and the signed acceptance of the Contractor, except in the case of disagreement as to value of changes, when the Contractor's signature to the order will not be mandatory. Change Order shall describe or
SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

enumerate the work to be performed and state the price, if any, to be added to or deducted from the Contract sum. If the nature of the work is such that a Change Order, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Owner, with the accompanying statement that a Change Order will be issued when the necessary information is at hand.

Except as provided in the above paragraph, no change shall be made, unless in pursuance of a Change Order, and no claim for an addition to the Contract sum shall be valid unless so ordered. If the Contractor believes that any instructions, by drawing or otherwise, involves extra cost under their Contract, they shall give the Owner and the Engineer written notice and then proceed as indicated in Article 00753.07, Contractor's Claim for Disputed Work.

The value of any Change Order shall be determined by one or more of the following methods and in the following order:

A. By prices specifically named in the specifications or proposals.

B. By acceptance of agreed unit prices based on estimated cost plus overhead and profit as applicable.

C. By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.

D. By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.

E. By estimate of the value as deducible from the approved detailed estimate.
SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by the following paragraph. Overhead shall be considered to include, but not be limited to insurance (other than as mentioned in the following paragraph) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

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

1. Cost of materials delivered to the job site for incorporation into the Contract work.

2. Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

3. Premiums or taxes paid by the Contractor for Worker's Compensation Insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

4. Sales tax paid as required by law.

5. Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of the published monthly rate. In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost.
Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

6. When the material furnished under item (1) is used material, its value shall be prorated to the value of new material, but should be no more than its cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under item (1) exceeds the cost of salvage, a suitable credit shall be given the Owner.

Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes their proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.

If the work is done directly by the Contractor, overhead in an amount of 10% may be added if method B, C or D is used, and to the cost of the labor and materials plus overhead there may be added 10% for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph and in the following paragraph. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

If the work is done by a Subcontractor, Subcontractor's overhead in the amount of 5% may be added to cost of labor and materials if method B, C or D is used and to the cost of labor and materials plus overhead there may be added 10% for the Subcontractor's profit. To this amount there may be added 10% for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of changes under a contract exceeds $75,000, the 10% overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to 5%, and the combined overhead and profit of 10% applied to sub-contract billings shall be reduced to 5%. In addition, on all individual Change Orders in excess of $75,000, the overhead shall be no more than 5% of the total actual cost of labor and materials incurred by the prime Contractor, and the combined prime Contractor's overhead and profit allowance applied to Sub-contract billings shall be no more than 5%.
SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

The Owner shall determine by which of the foregoing methods the value of any changes shall be computed.

00757.04 CORRECTION OF WORK

Any materials, plant or equipment delivered to the Site for use in the work which may be disapproved by the Engineer as unsuitable or not in keeping with the Specifications shall be immediately removed by the Contractor from the Site.

If any portion of the work is damaged in any way, or if defects or faults develop before the Inspection at Substantial Completion and issuance of a Certificate of Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defects to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from their obligations to repair, replace or otherwise make good the work at their own expense, notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

00757.05 EMERGENCY POWERS UNIMPAIRED

The provisions of this Section 00757 shall not detract from the authority of the Contractor or the Engineer to act in case of emergency, as provided elsewhere in the Contract Documents.

END OF SECTION
GENERAL CONDITIONS

SECTION 00758

ASSIGNMENT & SUBCONTRACTS

00758.01 SUBCONTRACTS

Should the Contractor desire to subcontract any portion of the work, they shall first submit to the Engineer a statement outlining the nature and amount of the work proposed to be subcontracted and the name of the person, firm or corporation they propose as Subcontractor. If requested by the Engineer, the Contractor shall also provide a statement as to the proposed Subcontractor's experience, financial ability, insurance certificates, or other qualifications for the nature and scope of the work proposed to be undertaken.

The proposed Subcontractor shall not enter upon the Site nor perform any work, either on or off the Site, until written approval of the Subcontractor has been granted by the Engineer and the Surety.

Subcontracts shall in no way, directly or indirectly, release, compromise or modify the responsibility of the Contractor or the Surety for the satisfactory and full completion of the work. The Owner shall not be liable to any Subcontractor for any lien on structures to be constructed as part of the work or claim on moneys due the Contractor or any other lien, claim or damages whatsoever. The approval of the Engineer and the Surety of a Subcontractor shall in no way create a contractual obligation between the Owner and the Subcontractor.

In the event a Subcontractor shall disregard the directions of the Engineer, or fail in any other way to abide by all conditions of the Contract, the Contractor shall, upon written order of the Engineer, require the Subcontractor to discontinue work under the Contract.

The Contractor shall be responsible for the coordination of all of their Subcontractors engaged upon the work, both in connection with their own work and the work of other contractors, if any, working collaterally on the Project.

The divisions or sections of the various Contract Documents and Bid Items are not intended to define portions of the work to be divided among Subcontractors, nor to influence the Contractor to award Subcontracts, nor to limit or enlarge the work performed by any trade, unless a Subcontractor experienced in providing a certain specialized type of work is specifically required in the Contract.
00758.02 LIMIT OF SUBCONTRACTS VALUE

The Owner reserves the right to limit the total value of all Subcontracts to fifty (50) percent of the total Contract price.

00758.03 ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, the Contractor shall not assign, convey, transfer, sublet or otherwise dispose of this Contract, or of their right, title or interest therein, or their power to execute such Contract, to any other person or corporation without the prior written consent of the Owner.

If the Contractor shall, without such consent of the Owner, assign, convey, transfer, sublet or otherwise dispose of this Contract to any other person or corporation, the Owner may revoke and annul the Contract, in which instance the Owner shall be relieved and discharged from any and all liability and obligations to the Contractor arising from the Contract, and to the persons or corporation to which the Contract shall have been assigned, conveyed, transferred, sublet or otherwise disposed of, and the Contractor and their assignees, conveyees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such Contract, except so much as they may be required to pay their employees.

Nothing herein shall prevent an assignment by the Contractor for the benefit of their creditors made pursuant to the laws of the State of New York.

00758.04 PAYMENT

Payment to Subcontractors and/or material suppliers shall be in accordance with Section 106b of the General Municipal Law of the State of New York.

END OF SECTION
GENERAL CONDITIONS

SECTION 00759

PAYMENTS

00759.01 ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities given in the Bid are only for the purpose of comparing bids and that they are satisfied with and will at no time dispute the said estimates as a means of comparing the aforesaid bids, that they will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of the various classes of work actually furnished or performed, that the Owner shall not be held responsible if any of the said estimated quantities should be found to not even approximate those actually measured during performance of the work, and that the Engineer may direct an increase, decrease or omission of the quantities of any class or part of the work as may be deemed necessary or desirable.

00759.02 PRICES ALL-INCLUSIVE

The price or prices herein agreed to shall be for the work complete, and shall include the furnishings of all labor, tools, plant, equipment and materials therefor, whether required directly or indirectly, unless otherwise specified.

00759.03 LUMP SUM PRICES

A lump sum price stated in the Bid for an item shall be for the work complete as shown on the Plans and described in the Specifications for the corresponding item and shall include the cost of all labor, tools, plant, equipment and materials, specified or implied, incidental to the work of the item complete and ready for the service intended.

Within three weeks after execution of the Contract, the Contractor shall submit to the Engineer for approval three copies of a detailed schedule showing the breakdown of all lump sum bid prices in the Contract. The schedule shall indicate the quantities and amount estimated for each part of the work. The schedule shall be apportioned by the Contractor for labor and for materials, if so requested by the Engineer. The Contractor shall revise the schedule until it is satisfactory to the Engineer. The approved breakdown will be used in the preparation of monthly estimates and payments to the Contractor.
SECTION 00759
PAYMENTS

00759.04 UNIT PRICES

A unit price stated in the Bid for an item of the work specified to be measured for payment by units of volume, weight, area, length or number shall be paid for each unit of the net amount of the work of the item actually performed or furnished and incorporated in the finished work in accordance with the Specifications, Plans and as directed, as measured along the payment lines specified or shown, local custom to the contrary notwithstanding. It is agreed that the planimeter shall be considered an instrument of precision for the measurement on drawings and plans of areas in connection with the estimation of quantities in cases where geometric methods would be comparatively laborious.

00759.05 MONTHLY ESTIMATES AND PAYMENTS

Unless otherwise noted in the Additional Instructions or the Specifications once each month, on a day of the month selected by the Engineer, they will make an estimate of the value of the work done during the previous month, provided such value exceeds one thousand dollars. The Engineer shall submit this Monthly Estimate to the Owner for payment. The Owner will pay the Contractor each month, within 30 days of the date of the Monthly Estimate, a sum equal to ninety-five (95) percent of the Monthly Estimate, retaining five (5) percent of each estimate until the work or major portions thereof is substantially completed.

The work will be considered Substantially Complete when the work of the Contract including all alterations or modifications (see Section 00757 - CHANGES IN THE WORK) is at least ninety-nine (99) percent complete and the estimated value of minor items to be completed is equal to or less than one (1) percent.

The Engineer will include in the Monthly Estimates the delivered cost of equipment and non-perishable materials on site and off site which have been tested or inspected by the Engineer and approved by them for incorporation in the work. Only equipment and materials for which the Contractor furnishes the Engineer receipted invoices as evidence that they have unconditional title thereto will be included. Such invoices shall be furnished the Engineer at least ten days in advance of the established date of preparation of Monthly Estimates.
SECTION 00759

PAYMENTS

00759.05 MONTHLY ESTIMATES AND PAYMENTS - Continued

The Contractor shall provide and maintain insurance for the said equipment and materials (on site and off site) as specified in 00752.03.

Payments made for materials and equipment delivered will in no way affect the Contractor's responsibilities regarding the same.

00759.06 WITHDRAWAL OF RETAINED PERCENTAGE

Pursuant to Section 106 of New York State General Municipal Law and notwithstanding any inconsistent provisions of any general, special or local law under any contract made or awarded by any political subdivision, or any officer, board or agency thereof, or of any district therein, the Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the Contractor pursuant to the terms of the Contract, upon depositing with the Fiscal Officer of the Political Subdivision or district therein (1) bonds or notes of the United States of America, or obligations, the payment of which is guaranteed by the United States of America, or (2) bonds or notes of the State of New York, or (3) bonds of any political subdivision of the State of New York, of a market value equal to the amount withdrawn. The Fiscal Officer of the Political Subdivision or of a district therein, from time to time shall pay the same, when and as collected, to the Contractor who deposited such obligations. When the deposit is in the form of coupon bonds, the coupons shall be delivered to the Contractor as they respectively come due. The Contractor shall not be entitled to interest or income on, or the coupons of, any obligations so deposited by them, the proceeds of which shall have been used or applied by the Political Subdivision or district therein pursuant to the terms of the Contract. The Fiscal Officer shall be entitled to charge a reasonable fee for such service.

00759.07 OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor such portions of any approved payments due them as the Owner may judge necessary to:

A. Protect the Owner from loss due to defective work not remedied;
SECTION 00759

PAYMENTS

00759.07  OWNER'S RIGHT TO WITHHOLD PAYMENTS - Continued

B. Failure to provide work schedule or revisions thereto;

C. Assure the payment of just claims then due and unpaid for labor or materials;

D. Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors, or others caused by acts of neglect of the Contractor or their Subcontractors. The Owner shall have the right as agent for the Contractor to apply moneys so withheld as the Owner may deem proper to secure such protection or satisfy such claims, and such payments shall be deemed made for the account of the Contractor.

00759.08  INSPECTION AT SUBSTANTIALLY COMPLETION

The Engineer will make an Inspection of the work as soon as possible after the Contractor gives written notice that the work is substantially complete. The Contractor shall assist the Engineer, as may be required, in making the Inspection. Cost to the Contractor, if any, to assist the Engineer in making the Inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for their work. After making the Inspection, the Engineer will notify the Contractor in writing of the results, including particulars regarding any part of the work which, in their opinion, is incomplete or requires correction or additional cleaning. The Contractor shall make good any incomplete or defective work before again asking for another Inspection. If in the opinion of the Engineer the work is substantially complete, the Engineer shall issue in writing a Notice of Substantial Completion. Said Notice will list those minor items requiring completion before Final Payment. (See also ARTICLE 00757.04, CORRECTION OF WORK.)

00759.09  CERTIFICATE OF SUBSTANTIALLY COMPLETION

Upon issuance of the Notice of Substantial Completion by the Engineer, and the submission by the Contractor of a written statement from Surety that the Performance Bond (Labor & Materials Payment Bonds included) in the amount of one hundred (100) percent of the value of the Contract is in force for a period of one year following the date of Notice of Substantial Completion, the Engineer will file a Certificate of Substantial Completion with the Owner and the Contractor, certifying that the work is substantially complete and setting forth the amount of work performed and compensation earned by the Contractor. All prior estimates of the amount and value of work performed shall be subject to correction in this certification.
SECTION 00759

PAYMENTS

00759.10 PAYMENT AT SUBSTANTIAL COMPLETION

Within 30 days after the filing of the Certificate of Substantial Completion the Owner will pay the Contractor one hundred (100) percent of the full value of the work certified therein, less twice the value of any minor work remaining to be completed and all prior payments and advances to or for the account of the Contractor, and the amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been discharged.

00759.11 FINAL PAYMENT

The Contractor shall fully complete the remaining minor items within sixty (60) days of the issuance of the Notice of Substantial Completion.

Upon certification by the Engineer that the remaining items of the Contract including all corrections, alterations and/or modifications have been completed and that no repairs, renewals or replacements are required of the Contractor, or that, if required, such remedies have been effected, the Engineer shall prepare a Final Payment request recommending to the Owner payment to the Contractor of the amount retained at the time of substantial completion less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been discharged.

Within 30 days after the receipt from the Contractor of acceptable affidavits, certificates or waivers as evidence that no right to any claim or lien exists, the Owner will pay the remainder of the Contract as indicated in the Final Payment.

See also Article 00150.06, VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS.

00759.12 ACCEPTANCE OF FINAL PAYMENT

Acceptance by the Contractor of the Final Payment shall serve as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the work, and for any and all acts of neglect of the Owner or others relating to or because of the work, except the Contractor's claim for interest upon the Final Payment, if this payment is unduly delayed. No payment whatsoever shall operate to release the Contractor or the Surety from their obligations under the Contract or Bond.
00759.13 GUARANTEE INSPECTION

On or about one year from and after the date of the Notice of Substantial Completion, the Engineer will again inspect the work. The Contractor shall assist the Engineer, as may be required, to make the one year inspection. Cost to the Contractor, if any, to assist the Engineer in making the one year inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for this work. The Contractor shall provide any and all repairs, renewals or replacements which may be revealed as necessary in this Guarantee Inspection and which, in the opinion of the Engineer, are the responsibility of the Contractor. Should the Contractor fail to comply with written instructions of the Engineer regarding these remedies, the Owner will cause the remedies to be made by others and will pay the cost which will be reimbursed by the Contractor and/or their Surety.

The Contractor and their Surety agree that the Contractor's Performance Bond (Labor & Materials Payment Bonds included) shall cover fully all guarantees as specified herein and in ARTICLE 00752.01.

00759.14 ACCEPTANCE OF PORTIONS OF THE WORK

The Owner reserves the right to accept for their service and use any portion of the work at any time during the life of the Contract without prejudice to the Owner in enforcing any provisions of the Contract.

The Owner may accept the portion or portions of the work which is substantially complete under the following agreed procedures:

A. The Contractor will be notified by the Engineer in advance as to what portion or portions of the work the Owner intends to accept for their use and service.

B. The retained percentage for the Substantially Completed portion or portions of work shall be released in accordance with ARTICLE 00759.09.

C. The guarantee period applicable to that portion or portions of the work shall start from the date of acceptance.

D. The remaining minor items of the portion or portions of substantially completed work shall be finished or corrected to the satisfaction of the Engineer.
SECTION 00759

PAYMENTS

00759.14 ACCEPTANCE OF PORTIONS OF THE WORK - Continued

E. The Owner will assume responsibility for maintenance, heat, utilities and insurance on accepted portion or portions of the work.

F. All applicable provisions specified in this Section for work deemed substantially complete shall apply.

00759.15 REPAIR OR REPLACEMENT OF DAMAGED, DEFECTIVE OR FAULTY WORK

If any portion of the work is damaged in any way, or if defects or faults develop before the inspection at Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defect to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from their obligations to repair, replace or otherwise make good the work at their own expense, notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

00759.16 PAYMENT TO SUBCONTRACTORS BY CONTRACTOR

Within fifteen calendar days of the receipt of the payment from the Owner, the Contractor shall pay the Subcontractors, and/or material suppliers a sum equal to the value of the work performed less any amount necessary to satisfy claims, liens or judgements that have been discharged less any amount retained as hereafter described.

A. The retained amount shall not exceed more than 5% on each payment except that 10% of each payment may be retained, if the Subcontractor(s) and/or material suppliers failed to provide a Performance Bond (Labor & Materials Payment Bonds included) in the full amount of the Sub-contract.

B. The Contractor shall not retain any money from Subcontractor(s) and/or material suppliers, after receipt of the Certificate of Substantial Completion payment.
SECTION 00759
PAYMENTS

00759.16 PAYMENT TO SUBCONTRACTORS BY CONTRACTOR - Continued

Within fifteen calendar days of the receipt of the payment from the Contractor, the Subcontractor(s) and/or material suppliers shall pay each of their Subcontractors and/or material suppliers in same manner as the Contractor has paid the Subcontractor(s) and/or material suppliers.

The Owner shall not be under any obligation to see that the Contractor makes any payment to a Subcontractor and/or material suppliers.

END OF SECTION
GENERAL CONDITIONS

SECTION 00760

CONTRACT TERMINATION

00760.01 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner, by seven days written notice to the Contractor and without prejudice to any other rights or remedies it may have, may terminate the employment of the Contractor and their right to proceed, either as to the entire work or any portion thereof on which delay shall have occurred, and may take possession of and complete the work by contract or otherwise, as the Owner may deem expedient, in the event of any of the following:

A. If the Contractor shall refuse or fail, after being warned by the Engineer, to supply enough competent workmen, equipment or proper materials, or

B. If the Contractor shall refuse or fail to perform the work or any part thereof with sufficient diligence to insure its completion within the time specified, or shall fail to complete the work within said period, or

C. If the Contractor shall fail to promptly pay persons supplying labor or materials for the work, or

D. If the Contractor shall fail or refuse to regard laws, ordinances, permits or orders from the Engineer or otherwise substantially violate any provision of this Contract, or

E. If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

F. If a receiver or liquidator shall be appointed for the Contractor or for any of their 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.

If the Owner so terminates or stops the Contractor, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of moneys to be paid the Contractor hereunder shall exceed the cost of completing the work, including the cost of
SECTION 00760

CONTRACT TERMINATION

00760.01 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT - Continued

additional administrative, managerial, engineering, and inspection services and or delay, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and the Surety shall be liable to the Owner for the excess.

If the right of the Contractor to proceed is terminated as provided herein, the Owner may take possession of and use in completing the work such materials, plant, equipment, supplies and appliances as may be on the Site and necessary to the work, provided that the termination was not made pursuant to paragraphs "E" or "F" above.

00760.02 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

In the event the work shall be halted by order of a Court or any other public authority having jurisdiction for a period of 90 days or more without act or fault of the Contractor or any Subcontractor, the Contractor, upon 10 days written notice to the Owner, may terminate the Contract or discontinue performance of the work. In either case the liability of the Owner to the Contractor shall be determined as provided in ARTICLE 00760.01, except that the Contractor shall not be obligated to pay to the Owner any excess of the cost of completing the work over the unpaid balance of the payments to be made to the Contractor hereunder.

00760.03 OTHER TERMINATION PROVISIONS

In addition to the provisions set forth in this Section 00760, specific references relating to termination or cancellation of the Contract are contained elsewhere herein. These include but are not limited to:

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES
00752.03.A WORKER'S COMPENSATION INSURANCE
00756.03 PROGRESS
00758.03 ASSIGNMENT

END OF SECTION
GENERAL CONDITIONS
SECTION 00761
DESCRIPTION & DELINEATION OF THE WORK

00761.01 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans, Specifications and other Contract Documents is to provide for the work outlined and delineated therein, complete in every detail for the purpose designated. The Contractor agrees to furnish everything necessary for the work as intended, any omission in the Plans or Specifications notwithstanding.

The Contractor shall furnish all materials, tools, plant equipment and labor, except those specifically set forth herein as to be furnished by the Owner, required to construct and place in complete and satisfactory working order the work contemplated by the Contract Documents. The mention in any part of the Specifications of any specific liability, duty or responsibility of the Contractor will not be construed as a restriction, limitation or waiver of any general liability, duty or responsibility of the Contractor, such mention being merely for explanatory purposes. The Contractor shall be solely responsible for the adequacy of their plant, tools and equipment, approval of the Engineer notwithstanding.

The Contractor shall do the work in a manner judged to best promote rapid construction consistent with due regard for the safety of life and the preservation of property, the satisfaction of the Engineer, and the intent of the Contract Documents.

The Contractor shall:

a) make all necessary excavations or embankments.
b) do all clearing and grubbing.
c) place all sheeting, shoring, bracing and supports.
d) furnish all underdrains.
e) provide draining, pumping bailing, ditching and diking for surface or below ground water.
f) provide all things necessary to protect, support and maintain structures, utilities, drains, conduits, culverts, trees, fences, poles, walls, earth banks, shrubbery, sidewalks, railways, roadways and drives.
g) repair all damage done to items in (f) above.
h) do all fencing, lighting and watching.
i) drive all piles and construct all foundations.
SECTION 00761

DESCRIPTION & DELINEATION OF THE WORK

00761.01 INTENT OF PLANS AND SPECIFICATIONS - Continued

j) construct all concrete, brick, stone, tile and timber work.
k) place all iron and steel work and reinforcement.
l) lay all water pipes, sewers, drains and conduits and make all connections to or between such.
m) resurface and repave all streets, sidewalks, roads or drives open cut or damaged.
n) refill all trenches and excavations.
o) provide all fences, bridges, fills, detours and signs for maintenance of travel in public ways.
p) make all connections to or between existing structures and utilities.
q) construct all buildings and structures.
r) furnish and install equipment.
s) clean up and dispose of all rubbish and surplus materials.

00761.02 INTERPRETATION OF PLANS & SPECIFICATIONS

The Engineer shall interpret the Plans and Specifications, and any Change Orders or Supplemental Agreements. Anything shown on the Plans but not included in the Specifications, or mentioned in the Specifications but not shown on the Plans, shall have the same effect as if set forth in both. In the event of a conflict between the Plans and Specifications, the Specifications shall govern. The attention of the Engineer shall be called to any discrepancies, as required by ARTICLE 01340.06.

00761.03 CONTRACT DRAWINGS

The location, nature and many details of the work are shown on the Contract Drawings. The work shall be constructed as shown on these Plans and such other drawings as may be issued during the life of the Contract by the Engineer, or furnished by the Contractor and approved by the Engineer.

The purpose of the Contract Drawings together with other Contract Documents, is to provide Bidders with sufficient information to prepare adequate and equitable Bids and to provide an adequate and equitable basis for the Agreement. The Contract Drawings may or may not provide sufficient detail for the actual construction of all segments of the work as shown and
The Contractor shall furnish Construction Drawings or other drawings, as specified or requested, or, as may be required to adequately delineate for their workers all details necessary for the work.

The Contract Drawings were prepared on 24” x 36” tracings. Reduced-size prints may have been prepared for the convenience of Bidders and others. During construction, the Contractor shall obtain data and information from full-size prints in preference to reduced-size prints.

Unless otherwise stated in the Information For Bidders, the Contractor will be furnished, free of charge, three copies of the Contract Documents, including three sets of Contract Drawings. Any other copies of the Contract Documents which the Contractor may desire can be obtained by their from the Engineer at the cost of duplication thereof.

The Contractor shall keep at least one set of Specifications and one full-size set of Plans on the Site, and shall at all times give the Engineer and the Owner access thereto.

The Engineer may prepare Additional Drawings or Supplemental Drawings during the course of the work, in connection with minor changes, Change Orders, Supplemental Agreements, or to augment or amplify the Contract Drawings or other drawings, or as part of orders or instructions, and the Contractor shall abide by such drawings in the same manner as specified for the Contract Drawings.

Drawings required by the Contractor are discussed in Article 01340.01.

END OF SECTION
01012-1

GENERAL REQUIREMENTS

SECTION 01012

COLLATERAL WORK

01012.01 COLLATERAL WORK

The Owner may award other contracts in connection with the Project, the work under
which may proceed concurrently with the work of this Contract. In this event the Contractor
shall coordinate their operations with those of the other contractors, and shall cooperate with
them in the arrangement for the storage of materials and performance of the work.

The Contractor and their Subcontractors shall keep themselves informed of the progress
of the work of other contractors and subcontractors and shall notify the Engineer immediately of
defective workmanship or insufficient progress on the part of others, where such will interfere
with their own operations. Either failure of the Contractor to keep themselves informed of the
progress of work under other contracts on the Site, or failure of the Contractor to give proper
notice of same, shall be deemed as acceptance by them of the status of the work under other
contracts as it may affect their own work.

See also ARTICLE 00756.04, APPROVED WORK SCHEDULES, and ARTICLE
00756.06, TIME EXTENSIONS.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01015

CONTRACTOR USE OF PREMISES

01015.01 AREA AVAILABLE FOR CONTRACTOR'S USE

The Contractor shall confine their operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings. Private property adjacent the Site shall not be entered upon or used by the Contractor for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Engineer.

When required, the Contractor shall provide and maintain fences at their own expense, along the roadways and around the grounds occupied by them for the protection of adjoining property and all persons lawfully using same. Fences shall be of materials and construction suitable in the opinion of the Engineer for their intended purpose.

All work within or abutting private property shall be performed in such ways as to create the minimum of inconvenience and disturbance to the private property and its users. Excavated materials or supplies of any kind shall not be stored on off-site public or private property without written consent of the Owner thereof, and all walks and drives shall be kept open to uninterrupted passage. A copy of each such written consent shall be filed with the Engineer.

Materials delivered upon public streets shall be neatly stored between the sidewalk and the curb or ditch line, and at least 10 feet from any fire hydrant. A passageway of at least three feet shall be preserved on the sidewalk line.

01015.02 TRAVEL NOT OBSTRUCTED

The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall they wholly obstruct same without written permission of the Owner. If they are permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets, and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.
SECTION 01015

CONTRACTOR USE OF PREMISES

01015.02   TRAVEL NOT OBSTRUCTED - Continued

Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the owner of each traveled way before interfering therewith.

01015.03   CLEANING UP

The Contractor shall remove from the Site and dispose of, at their own expense, all rubbish, refuse and unused materials, as the work progresses. If such work is neglected, the Engineer will give written notice thereof to the Contractor. If the work is not performed within five days thereafter, the Owner will employ other persons to do such work, and the expense thereof shall be deducted from any monies due or to become due the Contractor.

The Contractor shall clean and leave free from obstruction all pipes, buildings, manholes and other structures. This work shall be coordinated with the Engineer's Inspection at Substantial Completion, or as directed. All rubbish, refuse, unused materials, plant and equipment shall be removed from the Site, and the entire Site shall be left in a neat condition. All equipment installed in the work by the Contractor shall be cleaned and left in a bright and new-appearing condition.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01019

SITE CONDITIONS

01019.01 PRE-BID INSPECTION & EXAMINATION

The Contractor warrants and represents that they visited the Site prior to submitting their Bid, and that they have satisfied themselves as to the location and nature of the work and the quantity, quality, type and nature of both surface and subsurface structures and materials apt to be encountered.

See also 00753.01.B.

01019.02 BORINGS

Any data on subsurface conditions that may have been obtained by the Owner prior to the advertisement for bids, through test borings, test pits, seismic explorations, or other means, was obtained by the Owner for their sole use and only for their own purposes. Any such data, known or recalled as of the date of advertisement for bids, are shown on separate drawings or in separate schedules and reports which are not any part of the Contract Documents. All such data are made available to Bidders, the Contractor and other interested parties only as a convenience and without express or implied representation, assurance or guarantee that any of the information is complete, correct, or adequate or representative of a true or typical picture of subsurface conditions on the Site.

The Contractor, both during their status as Bidder and after execution of the Contract, shall satisfy themselves as to the nature, character, quality and quantity of above ground and below ground conditions apt to be encountered. Any reliance on data made available by the Owner shall be at the Contractor's sole risk.

No claim whatsoever shall be made by the Contractor against the Owner or Engineer for or on account of such data available, or neglected to be made available, by the Owner or Engineer.
SECTION 01019
SITE CONDITIONS

01019.02 BORINGS - Continued

The Contractor at any time, and any holder of Contract Documents during the period between advertisement for and receipt of bids, will be permitted to make test borings, test pits, soundings or similar subsurface investigations on the Site. Prior to making these investigations the Contractor and/or any holder of Contract Documents must notify the Engineer when and where they propose to make such investigations.

The locations where test boring samples, if any, may be examined are given in the Additional Instructions.

See also ARTICLES 00753.01.B, 00753.07, 00759.01, 01019.04 and 01019.06.

01019.03 PROTECTION OF EXISTING STRUCTURES

The Contractor shall at all times have on the Site suitable and sufficient plant and materials to adequately protect, support and sustain any and all existing structures and facilities, whether above or below ground, and shall use same as may be necessary or required to protect, support and sustain any and all such structures as may become weakened, endangered, undermined or uncovered.

They shall, at their own expense, support and sustain in their places and protect from direct or indirect damage all water, gas, steam, air or other mains or pipes, sanitary and storm water sewers and drains, conduits, subways, service connections, buildings, poles, wires, fences, pavements, sidewalks, curbs, railways, trees and other structures and property and appurtenances thereto on or in the vicinity of the Site, and shall assume all liability for damage thereto, including damage arising out of settlement or lateral movement of walls of excavations, whether occurring during performance of the work or the 12-month period of guarantee.

In the event of damage or danger to any such structure or facility the Contractor shall immediately notify the Engineer, and shall promptly repair or protect the structure as the Engineer may direct.
SECTION 01019
SITE CONDITIONS

01019.04 EXISTING STRUCTURES BELOW GROUND

The Contract Drawings show the location and character of certain existing subsurface structures and facilities apt to be encountered in excavations or located in such proximity to the work as to require precautions for their protection. The sizes, materials, locations and depths shown are only approximate, and the Contractor shall satisfy themselves as to the accuracy and completeness of such information. The Contractor shall not be relieved from any of their obligations, nor be entitled to claim for damages or additional compensation, sustained or arising out of inadequacy or inaccuracy of the information given.

01019.05 ABANDONED STRUCTURES

Any structures, facilities or appurtenances therefor which are abandoned or become so by reason of the work, shall, at the Contractor's expense, be broken up and filled with approved material, if directed by the Engineer.

01019.06 LATENT SUB-SURFACE CONDITIONS

In the event that latent sub-surface conditions are found to materially differ from those on which the Plans and Specifications are based, the Contractor shall immediately notify the Engineer before they are disturbed. After prompt investigation, the Engineer will determine what changes, if any, should be made in the Plans and Specifications because of the revealed conditions, and shall instruct the Contractor accordingly. Any change in the cost of the work resulting therefrom shall be adjusted as provided in Section 00757.

01019.07 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES

If, in the opinion of the Engineer, an underground pipe or other structure requires realignment or relocation, and such realignment or relocation was not included in the Plans or Specifications, the Engineer will issue a Change Order for such work, and the Contractor shall be compensated therefor as provided in Section 00757. The Contractor shall strip or uncover and support or sustain the structure at their own expense prior to such Change Order, as part of their work under the original Contract, and they shall not be entitled to claim for damage or delay due to its presence or discovery.
 Wherever existing utilities come within limits of the work, the Contractor shall notify both the Engineer and the Utility before in any way disturbing same. Any work of realignment, relocation, removal or extension of the utilities shall be done as mutually agreed by the Utility, the Contractor and the Engineer. The Contractor shall maintain satisfactory drainage of the excavation at all times from revelation of the structure until completion of its realignment or readjustment. Interruption of service by utilities shall be kept to a minimum.

The Contractor shall not cause nor permit interference with or hindrance to any municipal department, individual, public service corporation, or other company in protecting its structures and facilities, nor in removing, replacing or relocating same.

The Contractor shall, at their own expense, provide for the maintenance of flow in all water courses and all sanitary and storm sewers, drains, connections and appurtenances thereto. The contents of sewers, drains or service connections shall not be permitted to flow into excavations, sewers or other parts of the work without written permission of the Engineer, and the Contractor shall, at their own expense, immediately remove from the Site and adequately dispose of all offensive matter, in an approved manner.

The flow of water, and normal water pressure, in all water mains, conduits and service connections encountered on the Site, shall be provided for and maintained by the Contractor at their own expense. When water mains or service connections must be disturbed to the extent that service must be shut off, the Contractor shall give at least 24 hours notice to the Utility and all customers served by the lines involved. Such notice shall give the estimated times of shut-off, and restoration of service. If fire hydrants are involved, the fire department serving the area shall be similarly notified.

In the event of accidental disruption of water service, it shall be deemed an emergency, and the Contractor shall proceed with the necessary repairs immediately and continuously, giving this work priority over all other operations, until service has been satisfactorily restored. The Contractor shall give immediate notice of such break or service interruption to the Engineer, the Utility, and all customers affected, and shall supply, at their own expense, assistance in supplying
SECTION 01019

SITE CONDITIONS

01019.08 MAINTENANCE AND RESTORATION OF SERVICE - Continued

an emergency source of water when necessary by means of temporary lines, tank trucks, or other means. All lines and connections shall be restored to the satisfaction of the Engineer and the Utility.

All portions of the foregoing provisions regarding water service which are applicable to sewer, gas, telephone or other services shall apply also to maintenance and emergency repair of such services.

01019.09 POLES & POSTS ON-SITE

Poles or posts of any Utility located within the lines of the work which, in the opinion of the Engineer, will impede progress of the work, shall be supported or removed and replaced by the Contractor at their own expense and in accordance with the requirements of the Utility involved. The Contractor shall remove, relocate, replace or support all other poles and posts at their own expense and to the satisfaction of the Engineer.

The Contractor shall employ no equipment which will unduly interfere with wires or other overhead facilities.

01019.10 NOTIFICATION OF OTHER PARTIES

In addition to notices to Utilities and others required elsewhere herein, the Contractor shall give written notice of their proposed construction operations to the owners of all public and private utilities at least seven days in advance of breaking ground in any area in which a utility is located. Copies of each such notice shall be simultaneously sent to the Engineer.

END OF SECTION
GENERAL REQUIREMENTS
SECTION 01051
LAYOUT OF WORK

01051.01 INFORMATION PROVIDED BY ENGINEER

The Engineer will provide, on the Contract Drawings, sufficient information for the Contractor to establish baselines, offsets and other survey control points. Unless otherwise noted, no additional survey work will be provided by the Engineer.

01051.02 SERVICES PROVIDED BY CONTRACTOR

Unless otherwise noted in the Additional Instructions or Specification, the Contractor will establish such additional lines, grades and elevations as they deem necessary and will include the following:

A. Structures & Buildings: Corner stakes at all principal corners of exterior walls or foundations. Two bench marks in the vicinity of the structure or building.

B. Sewers: Offset grade line stakes, on one side, with stations approximately forty linear feet on centers.

C. Water Mains & Force Mains: When laid to grade, the same as for sewers. When not laid to grade, none.

D. Roads & Runways: Offset center line grade stakes, on one side, with stations approximately fifty linear feet on centers.

E. Embankments: Slope stakes on both sides at approximately one hundred linear feet on centers, with additional stakes at principal breaks in grade.

F. Tunnels & Borings: Center line and offset baseline on the surface, on starting end. Also, one progress check every fifty linear feet of long tunnels.

G. Other Types of Construction: The Contractor will provide control stakes as they deem necessary to properly layout their work.
01051.02 SERVICES PROVIDED BY CONTRACTOR - Continued

H. On Traverse or Cross-country type of construction, such as pipelines and roads, a temporary center line may be required for clearing purposes.

I. The Contractor will issue a grade letter for pipeline and road construction which is to be laid or installed to a predetermined grade. All other stakes will have the information marked on a witness stake beside the hub.

The Contractor shall provide all the necessary materials for control points, including all: stakes, hubs, lath, grade boards, cleats, nails and such other materials as may be required.

The Contractor shall also provide such non-technical assistance as may be required in the establishment of marks, other than primary or basic controls, such as clearing sight lines and driving stakes.

The Contractor shall erect and establish all grade boards, batter boards and construction control lines from the information provided by the Engineer.

The Contractor shall layout the work to best suit their methods of operations, using the Engineer's information provided to assure the construction will be in the position the design anticipated.

01051.03 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall carefully preserve and protect all stakes, marks, monuments and points provided or described by the Engineer, and shall reimburse the Owner for any and all additional engineering costs incurred because of the replacement or reestablishment of any such items which may be moved, removed, obliterated or destroyed due to their construction operations. When directed, the Contractor shall provide suitable barricades for the protection of points.

The Contractor shall bear the entire cost of rectifying work improperly done due to their own negligence in preserving and protecting marks, or to moving or removing same without approval of the Engineer.
SECTION 01051
LAYOUT OF WORK

01051.03  OBLIGATIONS OF THE CONTRACTOR - Continued

They shall inform the Engineer a reasonable time in advance of their operations of the
times and places they propose to work, so that lines, grades and elevations may be established
and necessary measurements for record and payment may be made with the minimum of
inconvenience or delay to either themselves or the Engineer. No additional compensation will be
paid the Contractor for any delay caused by insufficient notice.

01051.04  LINES, GRADES AND ELEVATIONS

The terms "invert" or "grade" used in the Contract Documents in connection with pipes,
sewers, channels, flumes and similar structures shall mean the inside bottom of the pipe or other
surface on which the liquid flows along the center line of the completed work. "Subgrade" refers
to the bottom line or surface to which excavations are necessarily made to construct the work as
shown or specified, exclusive of any additional depth of excavation required for any special
foundation.

The term "Grade Letter" shall mean a data sheet giving the amount of cut or fill from
offset stakes to the invert or grade.

All work shall be constructed in accordance with the lines and grades shown, specified or
directed. The Contractor shall be responsible for maintaining alignment and grade between
points provided or described on the Contract Drawings.

01051.05  MASONRY CHASES, OPENINGS AND INSERTS

If the Owner awards other contracts for collateral work on the Site, it shall be the
obligation and responsibility of the General Contractor to provide all openings and chases in their
work to fit both their own work and that of the other contractors. The General Contractor shall
provide all openings shown on the Contract Drawings, or reasonably implied thereby, as
confirmed or modified by Additional Drawings or drawings submitted by Contractors and
approved by the Engineer.

Where pipes or conduits pass through slabs or walls, the sleeves or opening forms shall
be provided by the installer of the pipes or conduits but shall be placed by the General
Contractor.
01051.05 MASONRY CHASES, OPENINGS AND INSERTS - Continued

If hanger inserts or similar items are required, they shall be furnished by the installer of the pipe or other equipment for which the hangers are intended, but shall be placed by the General Contractor.

Any expense resulting from mislocated, defective, or ill-timed work shall be borne by the Contractor responsible therefor. No Contractor shall alter the work of another Contractor without the consent of the Engineer and knowledge of the Contractor involved, and no Contractor shall endanger any work by cutting, excavating or other operations.

01051.06 PAYMENT FOR LAYOUT OF WORK

The cost to the Contractor of providing the services and materials specified in this Section 01051 shall be included in the price, or total of prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor. Any cost to the Owner for additional engineering layout work, as set forth in ARTICLE 01051.03, will be deducted from monies due or to become due the Contractor.

END OF SECTION
01064.01 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54), latest revisions.

In order to protect the general public and the lives and health of their employees under the Contract, the Contractor shall comply with all pertinent provisions of the latest issues of the Federal Register, Bureau of Labor Standards, Safety and Health Regulations; New York State Industrial Code Rule 30 pertaining to Tunneling Operations; New York State Industrial Code Rule 23 pertaining to Trenching Operations; and the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract. In case of a conflict between the above noted authorities, the most stringent shall prevail.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. They shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

01064.02 SAFETY AND FIRST AID

The Contractor shall at all times exercise caution in their operations and shall be responsible for the safety and protection of all persons on or about the Site. All hazards shall be avoided or guarded in accordance with the provisions of the Manual of Accident Prevention in Construction of the AGCA, unless such provisions contravene local law. The safety provisions of all applicable laws, codes and ordinances shall be observed.

The Contractor shall provide and maintain at the Site, at each location where work is in progress, as part of their plant, an approved first aid kit. Ready access thereto shall be provided at all times when workers are employed on the work.
01064.02 SAFETY AND FIRST AID - Continued

The Contractor shall take due precautions against infectious diseases, and shall arrange for the immediate isolation and removal from the Site of any employee who becomes ill or is injured while engaged on the work.

01064.03 DUST HAZARDS

(a) If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at their expense.

(b) The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.
GENERAL REQUIREMENTS

SECTION 01340

SUBMITTALS

01340.01 DRAWINGS FURNISHED BY THE CONTRACTOR

The Contractor shall prepare, or cause to be prepared by their suppliers or Subcontractors, and submit to the Engineer for review, Shop Drawings, Setting Drawings, Working Drawings and Construction Drawings as may be specified or directed or necessary to the performance of the work. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of Shop Drawings, or other drawings, for consideration. Corrections or comments made on the Shop Drawings or other drawings during review do not relieve the Contractor from compliance with the requirements of the Contract Drawings and Specifications. Approval is only for general conformance with the design concept of the Project and with information set forth in the Contract Drawings and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, information that pertains solely to the fabrication process or to the means and methods of construction, coordination with the work of all trades, and performing all work in a safe and satisfactory manner. Approval does not modify Contractor's duty to comply with the Contract Documents.

Within thirty days of the execution of the Agreement, the Contractor shall submit five copies of a schedule of submittals which includes a complete list of products proposed for the work tabulated by Specification Section, including manufacturer or fabricator, model number or other identifying designation.

Shop, Setting or Working Drawings shall be submitted for each type and model of fabricated materials and equipment. They shall provide complete and accurate working dimensions, weights, assembly and sectional views, details necessary to coordinating the work, anchor bolt and installation plans and instructions, parts lists and descriptions, materials and finishes lists, lists of any tools and spare parts required, diagrams of control wiring and piping, the location, sizes and types of connections to other work or other items, and any other data required to comply with the Contract or provide the workmen and the Engineer with information necessary to complete and inspect the work.

Electrical equipment drawings and data shall show physical dimensions, installation details, elementary and connection diagrams for each motor controller, interconnection diagrams for all equipment, identification of components external to electrical equipment, the coordination of control circuits, and definition of the contract arrangement and control action of the primary and final control elements.
SECTION 01340

SUBMITTALS

01340.01 DRAWINGS FURNISHED BY THE CONTRACTOR - Continued

If the Contractor proposes to furnish and install equipment requiring a layout or arrangement materially changed from that shown on the Contract Drawings as illustrative of one acceptable arrangement, they shall submit, for review, drawings showing the proposed arrangement and the appertaining changes to wiring, piping, structures and other equipment.

Submittals such as pre-printed manufacturers' installation instructions, maintenance data, parts lists, test results, or similar informational material are not considered Shop Drawings and will not be reviewed. Any submittal not required or otherwise requested will be returned to the Contractor.

See also ARTICLE 01340.08, ADDITIONAL ENGINEERING COSTS.

01340.02 TRANSMITTAL, IDENTIFICATION AND RESUBMITTAL

The Contractor shall accompany all drawings and other data submitted to the Engineer with a letter of transmittal in duplicate. Unless otherwise specified elsewhere herein, all other correspondence with the Engineer shall also be in duplicate.

All drawings shall be suitably identified with the name of the Project, Contract Number, Contractor name, name of the equipment or materials manufacturer, specification section designation and item number (if applicable) date, and initials indicating approval of such submittal by the Contractor under the applicable specification.

The Contractor shall submit to the Engineer for review five copies of all drawings and other data, plus the number of copies they wish returned bearing the Engineer's review stamp, comments, or request for changes, but in no case shall the total number of copies so submitted be less than six. If the Engineer makes comments or corrections, they will be noted on the drawings, or explained in a letter of transmittal, or both, and all but three copies will be returned to the Contractor for revision or other requested action. The Contractor shall make any requested revisions or additions and resubmit the drawings in the same manner as for the initial submittal. If requested by the Engineer, the Contractor shall supply additional copies of submitted data.
SECTION 01340

SUBMITTALS

01340.02 TRANSMITTAL, IDENTIFICATION AND RESUBMITTAL - Continued

The Engineer's review stamp shall indicate one of the following:

☐ Approved
☐ Approved as Noted
☐ Revise as Noted - Resubmit
☐ Rejected - Resubmit as Specified

Upon return of a submittal marked "Approved" or "Approved as Noted", the Contractor may order, ship or fabricate the materials so noted. A submittal marked "Approved as Noted" should not be resubmitted for further review. Submittals marked "Revise as Noted - Resubmit" include extensive corrections or corrections of major importance affecting other items and require the submittal to be amended and resubmitted for a final review. Submittals marked "Rejected - Resubmit as Specified" are reserved for materials or equipment which are unacceptable. The Contractor shall resubmit for materials or equipment which are acceptable and in accordance with the Specifications.

More than one resubmittal per material or equipment will be considered an additional cost to the Engineer which shall be reimbursed by the Contractor. Refer to Article 01340.08 for method of reimbursement.

01340.03 DELAY THROUGH TARDY SUBMITTAL

All submittals shall be made on such a schedule and at such time as to permit adequate review. The Contractor shall make due allowance for possible revisions and resubmittals. Delays caused by tardy submittal of drawings or data for review shall be the responsibility of the Contractor. No work covered by submitted drawings, or drawings specified to be submitted, shall be performed until such drawings and data have been reviewed.

See also ARTICLE 00756.04, APPROVED WORK SCHEDULES.
SECTION 01340

SUBMITTALS

01340.04 CONTRACTOR RESPONSIBLE FOR ACCURACY

The Contractor shall be responsible for the accuracy and completeness of the drawings and other data they submit, for their conformity to the Plans and Specifications, and for the proper fit and clearance of all construction work.

The Owner retains for the Engineer the option to refuse to review submitted data that are improperly identified or incomplete or which have not been checked by the Contractor for compliance with the Contract Documents.

01340.05 ADDITIONAL INSTRUCTIONS

The Engineer may from time-to-time issue additional instructions to the Contractor as may be necessary to amplify, augment, modify or clarify the Contract Documents. These may be in the form of drawings, specifications, interpretations, orders and instructions, and may be in connection with or made a part of a Supplemental Agreement, Change Order, or Minor Change.

See also SECTION 00757, CHANGES IN THE WORK.

01340.06 DRAWINGS TO BE CHECKED BY CONTRACTOR

The Contractor shall check all dimensions, quantities and representations in the Specifications, Contract Drawings, Additional Drawings and all Supplemental Agreements, Change Orders and Instructions, and shall immediately notify the Engineer of any and all errors, omissions, or discrepancies therein which they may find. The Contractor will not be permitted to take advantage of any such error, omission or discrepancy in any Contract Document or subsequent document, as full instructions will be provided by the Engineer in such case.

01340.07 SUBSTITUTES AND "OR-EQUAL" ITEMS

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, the Specification or description is intended to establish the type, function and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment may be accepted by the Engineer under the following circumstances:
"Or-Equal": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is of similar quality and functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed equal items.

Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below in advance to provide adequate time to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the Engineer will include the following or as the Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for review thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not the substitute for use in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.
ADDITIONAL ENGINEERING COSTS

In the event that the Contractor fails to submit acceptable Shop Drawings (i.e., Shop Drawings which are returned marked "Approved" or "Approved as Noted") within two submittals, further review of the Shop Drawings will be considered an Additional cost. Similarly, all Engineering Costs associated with the review of a substitution will be considered an Additional cost.

Additional Engineering Costs include redesign, additional Shop Drawing reviews, investigations, consultant fees and revisions to the Contract Documents required because of the proposed substitution. Additional Engineering Costs will be the total of:

a. Billing Rates Schedule  
b. Direct Expenses Plus 10%  
c. Consultant Fees Plus 10%

Additional Engineering Costs shall be deducted from Contractor Payments by the Owner, in accordance with the Agreement for Engineering Services between the Owner and the Engineer.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01506

WORK UNDER UNUSUAL CONDITIONS

01506.01 WORK AFTER DARK

Unless specifically required elsewhere herein, the Contractor shall perform no work after dark except in emergencies. When time permits, they shall inform the Engineer in advance of such work and shall obtain the Engineer's approval. When time does not permit advance notice to the Engineer, they shall inform the Engineer at the earliest possible moment.

The placing of concrete shall be so scheduled as to be started early enough in daylight hours to allow sufficient time for the completion of the section under construction before dark, including the work of finishers.

When, in order to minimize interference with existing structures or utilities, or maintain traffic, it may, in the opinion of the Engineer, be expedient or necessary to do work after dark, such work shall be performed by the Contractor at no additional cost to the Owner, and the Contractor shall provide adequate lighting therefor.

01506.02 WORK ON SUNDAYS OR HOLIDAYS

Unless specifically required elsewhere herein, the Contractor shall do no work on Sundays or locally recognized legal Holidays except in an emergency, and then shall confine their operations to only the work considered necessary to be performed at such time.

01506.03 WORK IN STORMS

If required by the Engineer, masonry work and the mixing and placing of concrete shall be halted during rain storms, and all fresh work shall be immediately protected with suitable coverings. The Contractor shall keep a sufficient quantity of such coverings at the Site as part of their plant and equipment.

No paving, exterior painting, fine grading, seeding or roofing shall be done during rain or snow storms.
SECTION 01506

WORK UNDER UNUSUAL CONDITIONS

01506.04 WORK IN COLD WEATHER

Certain Specifications contain provisions prohibiting the performance of certain work in cold weather, or outlining the conditions under which such work may be so performed. In the absence of specific mention elsewhere in the Contract Documents, the judgement of the Engineer shall govern in any case where temperature may adversely affect or prevent the performance of good work.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01510

SERVICES DURING CONSTRUCTION

01510.01 SANITARY FACILITIES

The Contractor shall provide on the Site, at their own expense, one or more toilets, suitably screened from public observation for the use of all persons employed on the work. They shall be provided, maintained and removed, when directed, by the Contractor, in such quantity, locations and manner as approved by the Engineer. Contents shall be removed and disposed of in a manner and at such times as shall be approved. Chemical toilets are to be preferred.

The Contractor shall not permit or condone the committance of nuisances on or about the Site. Any employee found violating these provisions shall be discharged in accordance with the provisions of ARTICLE 00754.02.

The Contractor shall comply with any and all sanitary regulations as may have been established for the locality.

If the Owner awards other contracts for collateral work on the Project, the provision of sanitary convenience shall be the responsibility of the General Contractor, and all such facilities shall be made available to other Contractors and all Subcontractors until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor, however, shall be individually responsible for the acts of their employees and Subcontractors, and for all provisions of this Section after completion of the General Contract.

01510.02 WATER

The Contractor shall provide at all times sufficient drinking water from an approved source and by approved means, for all persons having reason to be on the Site in connection with the work.

If an ample supply is owned or controlled by the Owner, and is available at or near the Site, such supply will be made available to the Contractor, subject at all times to the requirements of the Owner established therefor, and at a cost to the Contractor as determined by the current schedule of charges filed by the Utility for all customers. Permission to use the water must be obtained in writing.
01510.02 WATER - Continued

If water is obtained from a public or private supply not owned or controlled by the Owner, the Contractor shall make such arrangement for service with the owners thereof as they may require.

Non-potable water for other than drinking purposes may be obtained at the Site from the ground or surface sources, at the Contractor's own expense. The water must, however, be suitable for the purpose intended and shall be approved by the Engineer. The Specifications, for instance, contain requirements for water for making concrete and mortar.

If the Owner awards other contracts for collateral work on the Project, it shall be the responsibility of the General Contractor to obtain potable water for drinking purposes, and such water shall be made available to all Contractors, until the date of the Certificate of Substantial Completion for the General Contract. Each Contractor, however, shall be individually responsible for providing potable water for their own employees and their Subcontractors after completion of the General Contract.

If the General Contractor provides water, whether potable or non-potable, for their own purposes during construction of the work, besides drinking water, such water shall be made available to other Contractors and their Subcontractors during the life of the General Contract. Removal of temporary facilities shall be by the General Contractor, but such installation and meters shall remain until need therefor by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide their own services after completion of the General Contract.

01510.03 TEMPORARY HEAT

If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary heat in all above ground structures, and in all below ground structures other than manholes and similar pipeline appurtenances, by means of portable electric, oil or gas-fired appliances. The General Contractor shall provide and pay for all fuel and electric power used by such appliances, and any wiring or connections required, and shall provide suitable smoke pipes or other devices to prevent the deposit of smoke or smudge on building components or equipment.
SECTION 01510
SERVICES DURING CONSTRUCTION

01510.03 TEMPORARY HEAT - Continued

After their installation by the Heating & Ventilating Contractor, the permanent heating system facilities may be used for temporary heating purposes, the operation thereof, and any temporary wiring or piping required and all power consumed shall be the obligation and responsibility of the General Contractor, who shall also be responsible to the Heating & Ventilating Contractor for the repair of any damage of work of the Heating & Ventilating Contract suffered as the result of use by the General Contractor.

After enclosure of all spaces to be heated, except for doors, windows and similar apertures, temporary enclosures for all apertures shall be provided. Temperatures in the entirety of such spaces shall be continuously maintained at not less than 50°F between October 15 and May 15, unless written permission is granted otherwise by the Engineer. The General Contractor shall securely install on each floor of each building near the center of the building, a suitable thermometer. Either the temporary or the permanent heating system shall be available for around-the-clock use during the season specified above.

The Owner will supply all heat after the date of the Certificate of Substantial Completion of the General Contract.

No portion of the Temporary Heat provisions herein contained shall be construed to waive or modify any provisions regarding maintenance of air or materials temperatures for the protection of the work contained elsewhere in the Contract Documents.

01510.04 TEMPORARY ELECTRIC LIGHT AND POWER

If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary facilities for furnishing light and power necessary for operations under the General Contract, and to make all necessary arrangements therefor, including all required conductors, outlets and connections, ordering the meter, paying all fees and inspection charges and pay for all power bills until the date of the Certificate of Substantial Completion of the General Contract.
SECTION 01510

SERVICES DURING CONSTRUCTION

01510.04 TEMPORARY ELECTRIC LIGHT AND POWER - Continued

The facilities shall be available to other Contractors and their Subcontractors for their use in connection with their work. The installation and meters shall remain until need for same by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide their own services after completion of the General Contract.

It shall be the responsibility of the General Contractor to provide, prior to the completion of their Contract, temporary power of proper voltage and capacity necessary to test and operate all equipment installed under this Contract.

01510.05 PAYMENT FOR SERVICES DURING CONSTRUCTION

The General Contractor will receive no direct payment for providing, maintaining or removing any of the temporary facilities or services specified in this Section 01510, and compensation for same shall be included, in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01568

EROSION AND SEDIMENT CONTROL

01568.01 GENERAL

The Contractor shall control erosion and sediment caused by construction activities through the use of scheduling, phased construction and restoration, berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods.

In the event of conflict between these specification requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

01568.02 CONTROL SCHEDULE

At the pre-construction conference, or prior to the start of the applicable construction, the Contractor shall be required to submit, for acceptance, their schedules for the accomplishment of erosion and sediment control. They shall also submit, for acceptance, their proposed method of erosion and sediment control on haul roads and borrow pits and their plan for disposal of waste materials or control details for other potential sources of pollution.

The Contractor shall schedule and conduct their operations to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, impoundments (lakes, reservoirs, etc.) and lands adjacent to or affected by the work. Construction of drainage facilities and performance of other contract work which will contribute to the control of erosion and sedimentation shall be carried out prior to earthwork operations and maintained in conjunction with earthwork operations. The area of bare soil exposed at any one time by construction operations shall not exceed the maximum acreage allowable under applicable State and Federal laws.
SECTION 01568

EROSION AND SEDIMENT CONTROL

01568.03 CONTROL MEASURES

In carrying out erosion control measures, the Contractor will be guided by, but not limited to, the following controls:

A. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled both during and after completion of the work that erosion will be minimized and sediment will be prevented from entering streams or other bodies of water. Waste or disposal areas and construction roads shall be located and constructed in a manner that will prevent sediment entering streams.

B. Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams.

C. When work areas or gravel pits are located in or adjacent to live streams or other bodies of water, such areas shall be separated from the main stream by a dike or other barrier to prevent entry of sediment into a flowing stream. Care shall be taken during the construction and removal of such barriers to prevent the muddying of a stream or body of water.

D. All waterways shall be cleared as soon as practicable of falsework, piling, debris or other obstructions placed during construction operations and not a part of the finished work.

Ditches which are filled, or partly inoperative shall be cleaned, stabilized, and made operative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the Contract.

E. Water from aggregate washing, dewatering or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity so as not to cause a substantial visible contrast to natural conditions in the receiving waters.
SECTION 01568

EROSION AND SEDIMENT CONTROL

01568.03  CONTROL MEASURES - Continued

F. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams or other bodies of water.

G. All applicable regulations of environmental protection agencies, conservation agencies, and fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied within the performance of the Contract.

H. Slopes exceeding 15 percent require special treatment such as water diversion berms, straw bale sediment barriers, sodding, fabric blankets or mesh, or the use of an approved mulch tacking agent over straw or hay mulch applied over seeded areas.

The erosion and sediment control features installed by the Contractor shall be acceptably maintained by the Contractor throughout the Contract period. When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

01568.04  PAYMENT

Unless a specific payment item is included in the Bid, payment for Erosion and Sediment Control shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01577

BASIC MAINTENANCE OF TRAFFIC

01577.01 GENERAL

This work shall consist of basic maintenance and protection of traffic within the limits of and for the duration of the Contract.

01577.02 TRAVEL NOT OBSTRUCTED DURING EXCAVATION

The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall they wholly obstruct same without written permission of the Owner. If they are permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets, and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.

Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the Owner of each traveled way before interfering therewith. A minimum of 24 hours notice shall also be given to local police and fire control agencies.

01577.03 BASIC MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators, guiding devices and other methods that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive or walk, day or night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained.

A. Surface. Maintain the surface condition of the traveled way so it is consistent with the appropriate speed limit.

B. Drainage. Maintain the drainage facilities and other highway elements, old or new, including detours.
SECTION 01577

BASIC MAINTENANCE OF TRAFFIC

01577.03 MAINTENANCE AND PROTECTION OF TRAFFIC - Continued

C. Bus Stops. Maintain existing bus stops, if any, so bus passengers are reasonably accommodated.

D. Pedestrian Traffic. Provide adequate protection for pedestrian traffic during all phases of construction.

E. Intersecting Highways. Provide ingress and egress to and from intersecting highways, homes, businesses and commercial establishments.

F. Dust Control and Spillage. Control dust and keep the traveled way free from materials spilled from hauling equipment. This shall also apply to dust control and spilled material resulting from the Contractor's operations in the areas outside the Contract limits. The Contractor shall provide for the control of dust, as necessary, during the construction period. Dust shall be controlled by water spray, or as approved by Engineer. Exposed soils shall be graded, seeded and mulched as soon as practicable.

G. Flaggers. Provide the necessary traffic control equipment and flaggers for adequate traffic control on the traveled way.

H. Repairs. Make the necessary repairs to existing pavement and structure wearing surfaces as required to provide a reasonably smooth traveled way where vehicle operation is maintained.

I. Responsibility to the Public. Protect the public from damage to person and property which may result directly or indirectly from any construction operation.

J. Snow and Ice Control. Maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily controlled by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. The Contractor shall not, however, be responsible for snow and ice control on the pavement or traveled way.
SECTION 01577

BASIC MAINTENANCE OF TRAFFIC

01577.04 PAYMENT

Unless a specific payment item is included in the Bid, payment for Basic Maintenance of Traffic shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01580

PROJECT SIGN

01580.01 GENERAL

If directed in the Additional Instructions, the Contractor shall provide and erect a project sign or signs at the project site identifying the project and the applicable funding agencies participating in the project. The project sign(s) shall also indicate the title and description of the project, Owner, Engineer and Contractor. The sign(s) shall be erected within twenty-one (21) days after the construction contract is awarded, and shall be in accordance with the specifications and detailed drawing included in the Additional Instructions.

01580.02 SIGN PANEL

Each sign panel shall be constructed of 3/4" minimum thickness marine plywood rabbetted into a 2" x 4" lumber frame. All fasteners used in the construction of each sign shall be of a rustproof nature.

01580.03 PAINTING

Each sign face shall be painted with the proper paint colors for the background, lettering and emblem as specified in the Additional Instructions. All supports, trim and the back of the sign panel, shall be painted with at least two coats of the same color paint as used for each sign face. All paint used shall be exterior grade paint, suitable for use on wood signs.

01580.04 MISCELLANEOUS

Sign(s) shall be located in a prominent position and aligned as determined by the Engineer. Adequate support for the project sign(s) shall be provided by the Contractor. The bottom edge of each sign shall be a minimum of 3 feet above grade. The project sign(s) shall be maintained in good condition by the Contractor for the duration of construction. The removal of the project sign(s) from the construction site by the Contractor shall be at the completion of construction, when ordered by the Engineer.
01580-2

SECTION 01580

PROJECT SIGN

01580.05 PAYMENT

Unless a specific payment item is included in the Bid, payment for Project Sign, including fabrication, erection, maintenance and removal of each sign, shall be included in the price, or total prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01590

ENGINEER'S FIELD OFFICE TRAILER

01590.01 DESCRIPTION

Unless waived by provisions within the Additional Instructions, the Contractor shall provide a field office trailer for the exclusive use of the Engineer and their assistants. The trailer shall be separate from that of the Contractor, and shall be ready for occupancy within ten days following execution of the Contract.

01590.02 FACILITIES TO BE PROVIDED

The name of the supplier and proposed layout shall be submitted to the Engineer and approved prior to delivery of the trailer.

The trailer office shall be new or in first class condition and shall be not less than 12 feet by 56 feet, excluding the tongue.

Washroom with hot water supply and toilet facilities within the trailer shall be supplied with potable water and connected to a sanitary sewage disposal system. The trailer shall be fully air conditioned. A gas or oil heat system shall be provided within the field office. A minimum of one month's fuel storage shall be provided, together with the necessary appurtenances to control heat and check fuel storage. Heating and air conditioning equipment shall be capable of maintaining an air temperature of 70°F.

An individual, unlisted, direct line telephone service shall be provided for the exclusive use of the Engineer. Telephone service, local and toll charge calls, shall be paid by the Contractor.

It shall be the responsibility of the Contractor to maintain the field office trailer and all facilities furnished with it. Maintenance shall include removal of snow, janitorial services, and adequate protection of pipes.

It shall be the Contractor's responsibility to furnish adequate heat, electric power and light to the field office trailer at their expense. Adequate lighting shall consist of a minimum, of four, two lamp, 4' fluorescent lights.
01590-2

SECTION 01590

ENGINEER'S FIELD OFFICE TRAILER

01590.02   FACILITIES TO BE PROVIDED - Continued

The following office furniture and equipment shall be furnished with the trailer:

Two 8' flat top double desks with 2 sets of two drawer metal file cabinets in each desk.
1 built-in drafting table 36" x 72" with double storage cabinets underneath.
4 swivel chairs.
2 drafting stools.

1 four drawer, fireproof legal size filing cabinet with lock.
2 plan racks with space for 5 plan hangers each.
4 wall coat hooks.
2 large metal waste baskets.
1 refrigerator, minimum 2 cubic feet.

01590.03   LOCATION

The trailer shall be erected on an approved location convenient for inspection of the work, as directed by the Engineer. The field office trailer shall be moved once if directed by the Engineer.

01590.04   PAYMENT

Payment for the Engineer's Field Office Trailer, and all services to be provided with it, not included under other unit or lump sum price items shall be made at the price stated in the Bid.

END OF SECTION
GENERAL REQUIREMENTS

SECTION 01640

MATERIALS, EQUIPMENT AND WORKMANSHIP

01640.01 MATERIALS AND WORKMANSHIP - GENERAL REQUIREMENTS

All workmanship, materials, equipment and appliances shall comply in all respects with the applicable Specifications, unless specific exception is made.

All materials furnished or incorporated in the work shall be new, unused and of the quality and characteristics specified. Used materials may be furnished or incorporated in the work only under special circumstances and only with the Engineer's prior written approval. If the quality or characteristics of any material are not specifically set forth in the Contract Documents, the material used shall be that customarily used in first class work of a similar nature and character.

All workmanship in manufacture and construction not specifically covered in the Specifications shall be of the first class order and equal to that customarily used in first class work of a similar nature and character. The Contractor shall exercise special care during construction to make all structures watertight.

See also ARTICLE 00754.02 and 00753.08.

01640.02 SAMPLES, TESTS AND INSPECTIONS

All materials, equipment and workmanship shall be subject to inspection, examination and tests by the Engineer, or persons or corporations designated by them, at any and all times during manufacture or construction and at any place or places where manufacture or construction are performed.

If required by the Specifications, or if requested by the Engineer, the Contractor shall submit to the Engineer for examination, testing and approval, typical samples of materials and appliances. Samples shall be submitted sufficiently in advance of the time they are proposed to be used in the work so that neither rejections and re-submittals nor the time reasonably required for testing shall cause delay. Each unit, lot or batch of materials submitted shall be properly tagged or labeled and identified with the portion of the work for which they are intended. Transmittals shall be covered by a letter of transmittal in the manner specified for the submittal of drawings ARTICLE 01340.02.
SECTION 01640

MATERIALS, EQUIPMENT AND WORKMANKSHIP

01640.02 SAMPLES, TESTS AND INSPECTIONS - Continued

All laboratory tests called for in the Specifications or requested by the Engineer shall be performed at the Contractor's expense. Documentary evidence that materials pass the required inspection and tests shall be furnished to the Engineer prior to the use of the materials in the work. Bureaus, laboratories and agencies used for the inspection and testing of materials, equipment and appliances will be selected by the Contractor, who will submit their names to the Engineer for approval prior to the performance by them of any tests.

01640.03 REMOVAL OF FINISHED WORK FOR INSPECTION

If, at any time prior to the date of the Certificate of Substantial Completion, the Engineer considers it necessary or advisable to examine any portion of the work already completed by removing or tearing out materials or coverings, or by excavating or otherwise exposing the portion of the work to be examined, the Contractor, upon receipt of a written request from the Engineer, shall promptly perform such work as is necessary so to do.

If the work in question is found to be defective, or not in conformance with the Specifications, due to the fault of or omission of the Contractor, or if any work shall be covered over without the consent or approval of the Engineer, whether or not defective, the Contractor shall bear all the expense of such removal, tearing out, excavating or exposing and of satisfactory reconstruction.

If, however, such consent or approval shall have been given, and the work exposed is found to be satisfactory and in conformance with the Specifications, the Contractor shall be compensated for the expenses of such removal, examination and reconstruction as provided in ARTICLE 00757.03.

01640.04 FIELD TESTS

The Contractor, at their own expense, shall conduct all tests specified or required by law or permit of installed equipment and materials, when ordered by and under the supervision of the Engineer. The Engineer at their own discretion may make additional field tests of materials and equipment on the Site. The Contractor shall furnish, at their own expense, the materials required for all field tests and reasonable labor and plant to assist the Engineer in conducting the tests.
01640.05 MANUFACTURERS AND SUPPLIERS

Within 30 days following the execution of the Contract, the Contractor shall submit to the Engineer the name or names of the manufacturers or vendors from whom they propose to purchase the equipment and materials specified for the work. Following approval of the manufacturer or supplier by the Engineer, the Contractor shall submit complete and detailed drawings, bulletins, specifications and other data in connection with the equipment and materials and arrangement thereof they propose. See also ARTICLES 01340.01 through 01340.04 and 01340.06.

No award shall be made by the Contractor, and no work in connection with the equipment or materials shall proceed prior to review of the submitted data. All items of equipment of like type shall be the product of one manufacturer, unless specified otherwise or specifically permitted by the Engineer.

01640.06 EXPERIENCE AND EQUIVALENT CLAUSES

Unless otherwise specified, shown or permitted, all equipment and materials shall be the product of manufacturers who have built equipment or produced materials of a like or similar type, character, size and capacity for at least three years prior to submittal for approval and who, if requested by the Engineer, shall submit evidence thereof.

Wherever reference is made in the Contract Documents to any specific material, equipment, appliance or model, it is understood that any product considered to be equivalent by the Engineer may be used, and such reference is for the purpose of illustration and establishment of a standard. This provision is understood to hold true in all instances, use or omission of the term "or equal" notwithstanding.

01640.07 INSTALLATION OF EQUIPMENT

All equipment shall be installed in a neat and workmanlike manner as shown on the Plans or as directed, and shall be accurately leveled, aligned and adjusted for satisfactory operation and so installed that all necessary connections can be readily made.
01640.07 INSTALLATION OF EQUIPMENT - Continued

The Contractor shall furnish, install and protect all necessary bearing plates, guides, rails, anchor and attachment bolts and fastenings and all other appliances and appurtenances required for the installation of all components of the equipment specified. Adequate templates and installation drawings and instructions shall be provided. Anchor bolts shall be of the size, type and material recommended by the manufacturer or directed by the Engineer.

The Contractor shall furnish all oils and greases for initial operation, and shall provide the Engineer with a list of the lubricants used on each item of equipment. Insofar as possible, all lubricants shall be obtained from one manufacturer, approved by the Engineer and by the equipment manufacturers. Each piece of equipment shall bear a substantial metal or plastic nameplate, securely fastened in a convenient place inscribed with the name of the manufacturer, the year of manufacture, model number, serial number and basic rating data.

01640.08 TOOLS, ACCESSORIES AND MANUALS

Unless otherwise specified, the Contractor shall furnish for each type, model or size of equipment a complete set of any special tools and accessories, suitably identified, which may be required to adjust, operate, repair or maintain the equipment.

The Contractor shall also furnish and deliver to the Engineer five complete sets of bulletins, diagrams, parts lists, instructions, manuals and other data required for operation, maintenance and repair of the equipment.

01640.09 CARE AND PROTECTION OF THE WORK

During the life of the Contract, the Contractor shall be solely responsible for the care and protection of the work and for all materials, appliances, supplies and equipment to be used in the work, both during storage and after installation or incorporation in the work. They shall protect all materials to be used in the work, all work in progress, and all completed work from damage by flood, fire, freezing or other undesirable results of weather, accident, theft and vandalism. Any damage or loss shall be made good by the Contractor at their own expense before a Certificate of Substantial Completion will be issued.

See also ARTICLES 00759.07, 00759.08 and 00757.04.
SECTION 01640
MATERIALS, EQUIPMENT AND WORKMANSHIP

01640.10 ABSENCE OF ENGINEER

The Contractor shall perform no backfilling or covering operations of any underground portions of the work until after the Engineer or their inspector shall have inspected or tested and approved the work. If such work is covered in absence of an inspector, it shall be exposed by the Contractor for inspection as specified in ARTICLE 01640.03.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for Demolition and Removal, as shown on the Plans, as specified and/or directed.

1.2 REFERENCES: The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1.2.1 American National Standards Institute, Inc. (ANSI) Publications:

A10.4 Safety Requirements for Personnel Hoists and Employee Elevators for Construction and Demolition Operations

A10.6 Demolition Operations - Safety Requirements

1.2.2 National Fire Protection Association (NFPA) Publication:

241 Safeguarding Construction, Alteration and Demolition Operations

1.2.3 New York Code Rule and Regulations/Department of Labor:

12 NYCRR Part 23 Protection in Construction, Demolition and Excavation Operations

1.2.4 Occupational Safety and Health Administration (OSHA) Regulations:

29 CFR Part 1926 Regulations for Construction

1.3 GENERAL REQUIREMENTS: Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris from the project site daily; do not allow accumulations. Store materials that cannot be removed daily in areas specified by the Engineer.
SECTION 02050

DEMOLITION AND REMOVAL

1.4 SUBMITTALS: Submit the following.

1.4.1 Statements: Submit proposed demolition and removal procedures to the Engineer for approval before work is started. Include procedures for coordination with other work in progress and, disconnection schedule of utility services, a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.5 REGULATORY AND SAFETY REQUIREMENTS: Comply with Federal, State, and local hauling and disposal regulations. In addition to the requirements of the "General Requirements", safety requirements shall conform with ANSI A10.4, ANSI A10.6, NFPA 241, 12 NYCRR Part 23 and OSHA 29 CFR Part 1926.

1.6 DUST AND DEBRIS CONTROL: Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.7 PROTECTION:

1.7.1 Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Engineer prior to beginning such work.

1.8 BURNING: Burning will not be permitted.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED:

3.1.1 Structures: Remove indicated existing structures completely below grade.

3.1.2 Paving and Slabs: Remove concrete and asphaltic concrete paving and slabs completely below grade. Provide neat sawcuts at limits of pavement removal as indicated.
3.1.3 Concrete: Saw concrete along straight lines to a depth of not less than 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

3.2 DISPOSITION OF MATERIAL:

3.2.1 Title to Materials: Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Owner's property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Engineer of the Contractor's demolition and removal procedures, and authorization by the Engineer to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.3 CLEANUP:

3.3.1 Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Limit to 3/8-cubic yard capacity buggies or other conveyances used on roofs and within the building to transport removed debris to chute locations. Clean up spillage from pavements, streets and adjacent areas.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT - DEMOLITION AND REMOVAL:

4.1.1 Measurement for Demolition and Removal shall include the cost of all materials, equipment, labor, submittals and testing for the work indicated in this Section.

4.2 PAYMENT - DEMOLITION AND REMOVAL:

4.2.1 For Demolition and Removal, not included in other unit or lump sum price items, payment for Demolition and Removal will be made at the applicable price stated in the Bid.

END OF SECTION
SECTION 02110

CLEARING

PART 1 - GENERAL:

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall prepare and clear from the site of the work, by removal or destruction, as may be required, the following:

- Debris
- Brush
- Logs
- Trees (as indicated)
- Stumps
- Refuse and Rubbish
- Buildings (as indicated)

1.1.2 The work also includes:

- Removal and replacement, as required, or supporting of all telephone and power posts, poles and lines within the work area and as indicated.

- Any work to be performed specifically to be paid for under the Clearing Item as stated in the Information For Bidders and/or the Additional Instructions.

PART 2 - PRODUCTS

2.1 The Contractor shall furnish and install materials and equipment required.

PART 3 - EXECUTION

3.1 The Contractor shall furnish all labor, material and equipment necessary to properly construct all items under this Section in an acceptable manner.
SECTION 02110

CLEARING

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT - CLEARING:

4.1.1 Measurement for Clearing shall include the cost of all materials, equipment, labor, submittals and testing for the work indicated in this Section.

4.2 PAYMENT - CLEARING:

4.2.1 For Clearing, not included in other unit or lump sum price items, payment for Clearing will be made at the applicable price stated in the Bid.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for Excavation, as shown on the Plans, specified, and/or directed.

1.1.2 Excavation, in open cut, includes the loosening, removing, transporting, storage and disposal of all materials necessary to be removed for the construction and completion of all work under the Contract. Excavations shall be made to the widths and depths shown on the Plans, specified or directed.

1.1.3 Where rock is encountered, the excavations shall be done in accordance with the applicable provisions hereof.

1.2 DEFINITIONS:

1.2.1 The term "excavation" and the term "trenching" where used, shall be deemed and understood to cover the following described work, and the price bid for any and all items including "excavation", or "trenching" shall be deemed to include and cover all of the several following detailed operations:

- The loosening, removing, transporting, storage and rehandling of all materials;

- All sheeting, sheetpiling, bracing and shoring, and the placing, driving, cutting off and removing of the same;

- All diking, ditching, fluming, cofferdamming, pumping, well-pointing, bailing, dewatering and draining or otherwise disposing of water (surface and subsurface);

- The refilling of trenches, excavations and pits, and the furnishing and placing of material over trenches, excavations and pits to the original surface of the ground or to other grades as may be shown or directed;

- The compacting of all materials used in filling or refilling by rolling, ramming, watering, puddling, etc., as may be required;

- The removing and disposing of all surplus materials from all excavations in the manner specified;
SECTION 02220

EXCAVATION

- The maintenance, accommodation and protection of travel;

- The supporting and protecting of all tracks, rails, buildings, curbs, sidewalks, pavements, overhead wires, poles, trees, vines, shrubbery, pipes, sewers, conduits or other structures or property and its appurtenances, in the vicinity of the work, whether over or underground or which appear within the excavations, and the restoration of the same in case of settlement or other injury;

- All temporary bridging and fencing and the removing of same, the temporary paving of highways, roads, driveways, and the permanent repairing or replacing and relaying of pavements, curbs, gutters and sidewalks removed, disturbed, or injured, the removing and clearing away of all construction rubbish, refuse, unused materials, plant and tools from the site;

- The dressing, topsoiling, sodding and/or seeding of all unpaved areas disturbed by the Contractor within and outside the limits of the Contract as may be necessary to leave the surface in as good condition as it was previous to the commencement of the work.

1.2.2 "Earth" includes all materials, such as sand, gravel, clay loam, pavements, ashes, cinders, muck, roots, or pieces of timber, soft or disintegrated rock, not requiring blasting, barring or wedging from their original beds, and specifically excludes all ledge or bed rock, and individual boulders or masonry larger than one-half cubic yard in volume.

1.2.3 "Backfill" includes selected materials for the backfilling or refilling of all excavations and trenches up to the original surface of the ground or to other grades as may be shown or directed.

1.2.4 "Spoil" includes surplus excavated materials not required or not suitable for backfills or embankments.

1.2.5 "Embankments" include fills constructed of selected materials above the original surface of the ground.

1.2.6 "Rock" includes ledge or bedrock requiring blasting, barring or wedging from their original beds and individual boulders or masonry larger than one-half cubic yard in volume.
SECTION 02220

EXCAVATION

PART 2 - PRODUCTS

2.1 SOIL MATERIALS: Where used for general site fill, soil material shall be free of debris, roots, wood, scrap material, vegetable matter, refuse, soft unsound particles, frozen, deleterious, or objectionable materials.

2.2 CONTROLLED FILL: Provide where indicted and also within building lines and under concrete slabs and aprons. Fill to be granular fill as specified in Section 02222.

PART 3 - EXECUTION

3.1 ROCK EXCAVATION:

3.1.1 Rock excavation shall include the loosening, removing, transporting, storing and disposal of all materials requiring blasting, barring, or wedging for removal from their original beds. All pieces of ledge or bed rock and boulders or masonry larger than one-half (1/2) cubic yard in volume are included under rock excavation. Rock excavations shall be made to the widths and depths shown on the Plans or as directed by the Engineer. For concrete structures, rock shall be excavated only to the bottom of the structure unless otherwise shown or noted on drawings. All excavated rock which cannot be handled and compacted as earth shall not be mixed with other backfill or embankment materials except as specified herein or as directed.

3.1.2 Blasting:

3.1.2.1 Blasting shall be done with extreme care. All blasts in open cut shall be properly covered and protected with heavy timber chained together or approved blasting mats.

3.1.2.2 Charges shall be of such size that the excavation will not be unduly large and shall be so arranged and timed that adjacent rock upon or against which structures are to be built will not be shattered. Blasting shall be conducted in accordance with all applicable rules and regulations including, but not limited to, 12 NYCRR 23, 12 NYCRR 39, 12 NYCRR 53 and NYS Labor Law § 28-a. Where blasting occurs in highways under jurisdiction of NYSDOT or under jurisdiction of agencies adhering to the NYSDOT Standard Specification, the Provisions of NYSDOT Standard Specification Sections 107-05 and 203-3.05 shall also be adhered to. Where existing pipelines, conduits or structures have been exposed during excavation, such pipelines, conduits or structures shall be adequately protected from damage before proceeding with the blasting.

3.20 02220-3
3.1.2.3 Any injury or damage to the work or to the existing pipelines, conduits, or structures shall be repaired or rebuilt by the Contractor at his own expense. Whenever the Engineer determines that further blasting may damage adjacent rock, pipelines or structures, blasting shall be discontinued and the rock removed by drilling, barring, wedging or other methods.

3.1.2.4 Danger signals shall be given before firing each blast. Blasting shall be done only by a person experienced in the handling and detonation of explosives, and shall be in conformity with all laws and regulations, imposed by public authorities.

3.1.2.5 Blasting shall not be carried on within three hundred (300) feet of any radio transmitter or radio frequency emission equipment such as high frequency welders, and blasting caps shall be kept in tightly-closed metal cans when in the vicinity of such equipment.

3.1.3 Explosives:

3.1.3.1 At no time shall an excessive amount of explosives be kept at the Site of the work. Such explosives shall be stored, handled and used in conformity with all applicable laws and regulations.

3.1.3.2 Accurate daily records shall be kept showing the amounts of explosives on hand, both at the Site and at any storage magazine, the quantities received and issued, and the purpose for which issued. Copies of all records shall be furnished to the Engineer.

3.1.3.3 The Contractor shall be responsible for any damage or injury to any persons, property or structures as a result of his blasting operations.

3.2 EXCAVATION FOR STRUCTURES:

3.2.1 Excavation shall be of sufficient size, and only of sufficient size, to give suitable room for the proper construction of structures and appurtenances, including allowances for sheeting, dewatering, and other similar work necessary for completion of the Contract.

3.2.2 Excavations for structures shall be made only to the lines and grades shown on the Plans, specified or directed.

3.2.3 In no case will under cutting excavation faces for extended footings be permitted. Not less than twelve (12) inches clearance shall be provided between excavation faces and brick or block masonry exterior wall surfaces which are to be plastered.
SECTION 02220

EXCAVATION

3.2.4 Subgrade for all concrete structures shall be undisturbed original earth, thoroughly compacted where noted on drawings. Where excavation below subgrade is ordered, it shall be a thoroughly compacted and consolidated lining, special lining or special backfill as directed and as specified in Section 02224. It shall be sufficiently stable to remain firm and intact during the surfacing of subgrade, laying reinforcing steel and placing concrete thereon.

3.2.5 Where necessary, a layer of Class "D" concrete of sufficient strength and thickness to withstand subsequent construction operations shall be installed below the specified subgrade elevation and the structural concrete deposited thereon. Subject to the approval of the Engineer, lining or special lining may be used for subsoil reinforcement if satisfactory results can be obtained thereby. Such material shall be applied in thin layers, each layer being entirely embedded in the subsoil by thorough tamping. All excess soil shall be removed to compensate for the displacement of the gravel or crushed stone and the finished elevation of any subsoil reinforced in this manner shall not be above the specified subgrade.

3.3 BACKFILLING AROUND STRUCTURES:

3.3.1 Backfilling around structures shall not be commenced until all lumber, refuse, rubbish and other similar materials are removed from the excavated area. Backfill around structures may be placed by machine, provided the work shall be done carefully to prevent damage to the structure. In no case shall backfill materials be allowed to fall directly on a structure, until at least twelve (12) inches of hand-placed material has been placed thereon and compacted.

3.3.2 Backfill around structures shall be deposited in horizontal layers not more than eight (8) inches in thickness and shall be thoroughly compacted. Compaction shall be by a vibrating tamper or other approved method and shall be to a minimum dry density of ninety-five (95) percent of the maximum dry weight density in pounds per cubic foot as determined by the AASHTO Standard Density Test or the Modified Proctor Compaction Test (ASTM D1557).

3.3.3 Backfilling shall be done immediately after work has been inspected and approved. No frozen material shall be used, nor shall backfilling be placed on or against frozen earth, debris or other deleterious matter not conducive to proper compaction. Backfill within building lines, under concrete slabs and aprons shall be granular fill as specified in Section 02222.

3.3.4 Backfilling against free standing walls shall be made against both sides at the same time. If backfill is required on one side only, the wall shall be adequately braced on the opposite side until properly cured to full strength.
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EXCAVATION

3.3.5 Contractor shall take every necessary precaution during compaction of fill adjacent to foundations, walls, etc., that such items are not displaced from their proper location or damaged by compacting equipment. In the event damage or displacement occurs during or resulting from compaction of fill as specified above, the Contractor shall be responsible for correcting the same, to approval of the Engineer and at no expense to the Owner.

3.4 TRENCHING:

3.4.1 The alignment, depth and pipe subgrades of all pipe trenches shall be determined by overhead grade lines parallel to the pipe invert, or other grade control devices, installed and maintained by the Contractor.

3.4.2 Under ordinary conditions, excavation shall be by open cut from the ground surface. Where the depth of trench and soil conditions permit, tunneling may be required beneath crosswalks, curbs, gutters, pavements, concrete driveways, railroad tracks and other surface structures. No additional compensation will be allowed for such tunneling over the price bid for open cut excavation of equivalent depths below the ground surface unless such tunnel excavation is specifically provided for in unit or lump sum price items.

3.4.3 Trenches shall not be opened for more than three hundred (300) feet in advance of the completed pipe or sewer nor left unfilled for more than one hundred (100) feet in the rear thereof without consent of the Engineer. Excavation of the trench shall be fully completed at least twenty (20) feet in advance of the pipe laying or construction of the invert unless specifically permitted otherwise.

3.4.4 Width and Depth of Trenches:

3.4.4.1 The trenches in which pipelines are to be constructed, shall be excavated in all cases in such manner and to such depths and widths as will give suitable room for the pipelines which the trenches are to contain, for sheeting, pumping, dewatering, well-pointing and draining of water, and for removing the material not suitable for pipe subgrade.

3.4.4.2 Trenches for pipes shall be not less than six (6) inches wider than the hubs of the pipe in the clear on each side, measured over the hubs of the pipe. Width of trenches, measured at a point twelve (12) inches above the top of the pipe shall not exceed twelve (12) inches on each side. Width of trenches greater than specified above will be permitted in the vicinity of joints for welded steel pipe where access for the welding of joints is required.
3.4.4.3 Where, as required by loading conditions, the width of the lower portion of the trench, measured at twelve (12) inches above top of pipe, exceeds the maximum for the size of pipe, additional concrete cradle or concrete encasement shall be installed by the Contractor at his own expense.

3.4.4.4 Ledge rock, shale, boulders and large stones shall be removed to provide minimum bottom and side clearances, for the size of pipe being laid in each case, as follows:

<table>
<thead>
<tr>
<th>Size of Pipe (Inches)</th>
<th>Minimum Clearance Below Pipe (Inches)</th>
<th>Minimum Clearance At Sides (Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 or smaller</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>15, 18, and 21</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>24 to 36</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Over 36</td>
<td>9</td>
<td>7</td>
</tr>
</tbody>
</table>

Where concrete embedment or cradle is to be placed, it shall be placed directly on the rock, and the bottom clearance shall be adjusted as directed by the Engineer.

3.5 EARTH SUBGRADE PREPARATION FOR PIPES:

3.5.1 Unless otherwise permitted by the Engineer, the trench shall have a flat bottom conforming to the grade to which the pipe is to be laid.

3.5.2 Except where concrete cradle or encasement is required below the specified pipe subgrade, mechanical excavation of trenches for pipe shall not extend lower than one (1) inch above the finished pipe subgrade elevation at any point. The remainder of the trench excavation shall be made with hand tools.

3.5.3 Pipe subgrade preparation shall be performed immediately prior to installing the pipe in the trench. The trench bottom shall be accurately graded by means of hand tools in such a manner that a uniform and continuous bearing and support on solid and undisturbed ground is provided for each pipe for its entire length or between bell holes.
3.5.4 All trenches shall be so graded that the spigot end of the pipe will be accurately centered in the adjacent pipe bell when laid, without raising the pipe off the trench bottom. Regrading of a trench bottom which is too high will be permitted. Correction of a subgrade that is too low shall be done only by placing and compacting lining over the entire width of the trench and regrading.

3.5.5 The trench bottom shall be accurately graded and ready for the installation of the pipe thereon prior to excavating bell holes if and where required.

3.5.6 Each bell hole shall be excavated immediately prior to laying the pipe therefor. Bell holes shall have a length, measured at the elevation of the pipe subgrade, not in excess of nine (9) inches and shall be of sufficient size so that no part of the pipe bell will be in contact with the trench bottom or granular fill thereon.

3.6 EXCAVATION FOR CONCRETE CRADLE OR ENCASEMENT:

3.6.1 Where concrete cradle or encasement is required, the trench subgrade elevation will be determined by the required concrete section in each case. Unless otherwise authorized by the Engineer, concrete cradle or encasement shall extend across the full width of the trench as excavated, and the concrete therein shall be poured directly against vertical trench banks. In the case of concrete cradle or encasement of pipe in a sheeted trench, the concrete may be poured directly against sheeting which is to be left in place in the trench, as specified.

3.7 PIPE EMBEDMENT:

3.7.1 All pipe shall be protected from lateral displacement and possible damage resulting from superimposed backfill loads, impact or unbalanced loading during backfilling operations by being adequately embedded in suitable pipe embedment material. Except where loading or subsoil conditions require the use of concrete cradle or encasement, all pipe embedment shall be placed so as to insure adequate lateral and vertical stability of the installed pipe during pipe jointing and embedment operations. A sufficient amount of the specified pipe embedment material to hold the pipe in rigid alignment shall be uniformly deposited and thoroughly compacted on each side, and back of the bell, of each pipe laid.

3.7.2 Pipe embedment materials placed at any point below an elevation six (6) inches above the top of pipe or sewer, shall be deposited and compacted in layers not to exceed four (4) inches in uncompacted depth, and such deposition and compactions shall be done simultaneously and uniformly on both sides of the pipe. Compaction shall be by vibrating tamper or other approved
method and shall be to a minimum dry density of ninety-five (95) percent of the maximum dry weight density in pounds per cubic foot as determined by the Modified Proctor Compaction Test. All such materials shall be placed in the trench with hand tools in such a manner that they will be scattered alongside the pipe and not dropped into the trench in compact masses.

3.7.3 Concrete cradle and encasement of the class specified shall be installed where and as shown on the Plans or ordered by the Engineer. Before concrete cradle or encasement is placed, the pipe shall be braced in all directions to prevent movement or flotation.

3.8 BACKFILL ABOVE PIPE EMBEDMENT:

3.8.1 The portion of pipe trenches between the top of the pipe embedment (see paragraph 3.7) and the upper limit of backfill shall be refilled with suitable materials.

3.8.2 Where trenches are within the ditch-to-ditch or curb-to-curb limits of any street, road, driveway or other recognized traveled vehicular way, or within other limits that may be specifically shown or specified for this purpose, the backfill materials shall be deposited in the trench in horizontal layers not more than eight (8) inches in thickness, and each layer shall be compacted by vibrating tamper or other approved method and shall be to a minimum dry density of ninety-five (95) percent of the maximum dry weight density in pounds per cubic foot as determined by the Modified Proctor Compaction Test (ASTM D1557).

3.8.3 Where trenches are outside the ditch-to-ditch or curb-to-curb limits of any street, road, driveway or other recognized traveled vehicular way, and outside of other limits that may be specifically shown or specified as areas in which mechanical compaction in layers is to be performed, the backfill material may be deposited in the trench by mechanical means for the full depth of the trench between the top of pipe embedment and ground surface with no special compaction. In such case the backfill materials shall be mounded over the trench to an elevation slightly above desired finished grade to allow for settlement and compaction by natural means, and the Contractor shall return to the area during his clean-up operations to remove any excess materials remaining above finished grade or add sufficient additional backfill to bring the completed work to grade. If a hazard should be created by such excess materials, or by settlement below finished grade, prior to the performance of clean-up operations, the Contractor shall remove such excess, or add additional backfill, at the time the hazard is created or when directed.
3.8.4 Any additional material added during clean-up operations, or at any other time to prevent or remove a hazard, shall be placed in horizontal layers not more than eight (8) inches in thickness, with each layer adequately compacted by mechanical means, by the Contractor at his own expense.

3.9 REMOVAL OF WATER:

3.9.1 The Contractor shall at all times during construction provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of pipe, masonry, concrete, structures, or other work.

3.9.2 Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials, equipment and labor necessary therefore, the excavation and maintenance of ditches and sluice-ways and the furnishing and operation of pumps, wellpoints, and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

3.9.3 Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.

3.9.4 Unless otherwise specified, all excavations which extend down to below the ground water elevation at the sites of structures shall be dewatered by lowering and maintaining the ground water beneath such excavations at an elevation not less than that specified herein at all times when work thereon is in progress, during subgrade preparation and the placing of the structures or pipe thereon.

3.9.5 Where an upward pressure or flow of water in combination with a fine-grained subsurface material causes a quick condition, the Contractor shall install wellpoints to stabilize the subgrade. Where wellpoints are used, the ground water table shall be continuously (day and night) maintained to an elevation of not less than twenty-four (24) inches below the excavation and when subgrade is reached the ground water shall be maintained not less than twenty-four (24) inches below the subgrade. Unless otherwise permitted by the Engineer, the ground water shall be maintained not less than twenty-four (24) inches below the subgrade until completion of the backfilling to an elevation at least twelve (12) inches above natural ground water level. Wellpoint headers, points, and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and construction of other structures.
3.9.6 In areas where ground water enters the excavation but does not cause a quick condition, the ground water may be removed by any practical method which does not damage the subgrade, cause the same to become unstable or interferes with construction operations.

3.9.7 The ground water control requirements specified for wellpointing operations apply to other dewatering methods.

3.9.8 Suitable stand-by pumping equipment shall be provided to insure the maintenance of the specified lowering of the water table.

3.9.9 Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the work, shall be disposed of in a suitable and environmental manner without injury to adjacent property, the work under construction, or to pavements, roads, and drives. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

3.9.10 Any damage caused by improper handling of water shall be repaired by the Contractor at his own expense.

3.10 SHEETING & BRACING:

3.10.1 The Contractor shall furnish, place and maintain such sheeting, bracing and shoring as may be required to support the sides and ends of excavations in such manner as to prevent any movement which could, in any way, injure the pipe, sewers, masonry, or other work; diminish the width necessary; otherwise damage or delay the work; or endanger existing structures, pipes or pavements; cause the excavation limits to exceed the right-of-way limits; or to occasion a hazard to persons engaged on the project or to the general public.

3.10.2 In no case will bracing be permitted against pipes or structures in trenches or other excavations.

3.10.3 The Contractor shall be solely responsible for the safety and adequacy of all sheeting and bracing. He shall make good any damage resulting from failure of supports with no additional cost to Owner.

3.10.4 Removal of Sheetin & Bracing:
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3.10.4.1 In general, all sheeting and bracing, whether of steel, timber or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe or sewer shall be withdrawn, unless directed, before more than six (6) inches of earth is placed above the top of the pipe or sewer and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose, or otherwise as may be approved.

3.10.4.2 The Engineer may order the Contractor to delay the removal of sheeting and bracing, if in his judgement the installed work has not attained the necessary strength to permit placing of backfill.

3.10.5 Sheeting & Bracing Left In Place:

3.10.5.1 If, to serve any purpose of his own, the Contractor files a written request for permission to leave sheeting or bracing in the trench or excavation, the Engineer may grant such permission, in writing, on condition that the cost of such sheeting and bracing be assumed and paid by the Contractor.

3.10.5.2 The Contractor shall leave in place all sheeting, shoring and bracing which are shown on the Drawings or specified to be left in place or which the Engineer may order, in writing, to be left in place. All shoring, sheeting, and bracing shown or ordered to be left in place will be paid for under the appropriate item of the Contract. No payment allowance will be made for wasted ends or for portions above the proposed cut-off level which are driven down instead of cut-off.

3.10.5.3 In case sheeting is left in place, it shall be cut off or driven down as directed so that no portion of the same shall remain within twelve (12) inches of the finished street or ground surface.

3.10.5.4 All timber sheeting and bracing to be left in place and paid for under an item of the Contract shall be new, sound and straight, free from cracks, shakes and large or loose knots, and shall otherwise conform with National Design Specifications for Stress Grade Lumber for lumber of a minimum fiber stress of 1,200 pounds per square inch.

3.10.5.5 Steel sheeting and bracing left in place and paid for under an item of the Contract shall be new and shall conform with ASTM Des: A7, with a minimum thickness of 3/8-inch.
3.10.5.6 Sheeting and bracing left in place and paid for under an item of the Contract shall be driven as the excavation progresses and in such manner as to maintain pressure against the original ground at all times. The sheeting shall be driven vertical with the edges tight together, and all bracing shall be of such design and strength as to maintain the sheeting in its proper position.

3.11 STORAGE OF MATERIAL:

3.11.1 Any sod cut during excavation shall be removed and stored during construction so as to preserve the grass growth, and shall be replaced in position upon completion of the work.

3.11.2 Topsoil suitable for final grading shall be removed and stored on the Site separately from other excavated material, and shall be replaced in position upon completion of the work.

3.11.3 All excavation materials shall be stored in locations so as not to endanger the work, and so that easy access may be had at all times to all parts of the excavation. Stored materials shall be kept neatly piled and trimmed, so as to cause as little inconvenience as possible to public travel or to adjoining property holders. All stockpiled fill material shall be stored only in those fill areas as approved by the Engineer and the New York State Department of Environmental Conservation.

3.11.4 All excavated materials shall be kept clear of all sidewalks, driveway entrances, street crossings, and any other points that may inconvenience the public. Special precautions must be taken to permit access at all times to fire hydrants, fire alarm boxes, police and fire department driveways, and other points of public convenience.

3.11.5 Where traffic is to be maintained, at least one-half (1/2) of the street width must be kept open at all times. Approved types of bridging across trenches shall be constructed and maintained where necessary. Where conditions do not permit storage of materials, the material excavated from the first one hundred (100) feet of any opening, or from such additional length as may be required, shall be removed from the street by the Contractor, at his own cost and expense, as soon as excavated. The material subsequently excavated shall be used to refill the trench where the facility has been built, provided it be of suitable character.

3.11.6 If more material is excavated from any trench, excavation, or pit than can be refilled over the completed work or stored on the street, leaving space for traffic as herein provided, or within the limits of the right-of-way, the excess material shall be spoiled at locations selected and obtained by the Contractor. A copy of the signed agreement between the property owner and Contractor granting permission to deposit spoil shall be given to the Engineer prior to placement.
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When the facility is complete, the Contractor shall, at his own cost and expense, bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches, excavations, or pits. If directed by the Engineer, the Contractor shall refill such trenches, excavations, or pits with special backfill or other suitable materials, and excess excavated materials shall be disposed of as spoil.

3.12 DRAINAGE:

3.12.1 All material deposited in roadway ditches or other water courses crossed by the line of trench or near a structure shall be removed immediately after backfilling is completed and the section grades and contours of such ditches or water course restored to their original condition, in order that surface drainage will be obstructed no longer than necessary.

3.12.2 Backfilling of trenches for pipes installed beneath or across roadways, driveways, walks and other traffic ways adjacent to drainage ditches and water courses shall not be done prior to the completion of backfilling to the original ground surface of the trench on the upstream side of such traffic-way in order to prevent the impounding of water at any point after the pipe has been laid, and all necessary bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained. All backfilling shall be done in such a manner that water will not accumulate in unfilled or partially filled trenches.

3.12.3 Where trenches are constructed in or across roadway ditches or other water courses, the backfill shall be protected from surface erosion by adequate and environmentally sound means. Where trenches cross such waterways, the backfill surface exposed on the bottom and slopes thereof shall be protected by means of stone or concrete riprap, at no additional cost to the Owner.

3.13 ADDITIONAL EXCAVATION:

3.13.1 In case the materials encountered at the locations and grades shown on the Plans or specified are not suitable, or in case it is found desirable or necessary to excavate additional materials to secure good support for the structure or pipeline, the excavation shall be carried to such additional limits as the Engineer may direct. The Contractor shall refill such additional excavated space with either lining, special lining, Class "D" or "E" concrete or other material, as the Engineer may direct. Additional excavation, lining, special backfill, concrete or other materials so ordered, will be paid for under the appropriate items of the Contract.
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3.14 UNAUTHORIZED EXCAVATION:

3.14.1 Whenever excavations are carried beyond or below the lines and grades shown on the Plans, or as given or directed by the Engineer, all such excavated space shall be refilled with lining, special backfill, concrete or other materials as the Engineer may direct. Beneath structures, all such excavated space shall be refilled with Class "D" concrete. All refilling of unauthorized excavations shall be at the Contractor's own expense.

3.14.2 All material which slides, falls or caves into the established limits of excavations due to any cause whatsoever shall be removed and disposed of at the Contractor's own expense, and no extra compensation will be paid the Contractor for any materials ordered for refilling the void areas left by the slide, fall or cave-in.

3.15 DISPOSAL OF MATERIALS:

3.15.1 All spoil shall be transported and placed on the Site of the work at the locations and to the elevations and grades shown on the Plans, or if spoil areas are not shown, all spoil materials shall be disposed off the Site at appropriate locations selected and obtained by the Contractor and approved by the Engineer and the New York State Department of Environmental Conservation. No environmental sensitive areas shall be used for spoil areas. A copy of the signed agreement between the property owner and the Contractor granting permission to deposit spoil shall be given to the Engineer prior to placement.

3.15.2 The surface of all spoil placed on the Site shall be graded and dressed, and no unsightly mounds or heaps shall be left on completion of the work.

3.16 UNFINISHED WORK:

3.16.1 When for any reason the work is left unfinished, all trenches and excavations shall be filled and all roadways and sidewalks left unobstructed with their surfaces in a safe and satisfactory condition.

3.17 HAULING MATERIAL ON STREETS:

3.17.1 When it is necessary to haul material over the streets or pavements, the Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements. In all cases where any materials are dropped from the vehicles, the Contractor shall clean up the same at least daily or as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled material.
3.18 TEST PITS:

3.18.1 For the purpose of locating underground obstructions, the Contractor shall make such excavations in advance of the work as directed. Payment for the excavations of test pits will be made under an appropriate item of the Contract.

3.19 RESTORATION OF SURFACES:

3.19.1 The various types of street surface, gutters and culverts, disturbed, damaged or destroyed during the performance of the work under the Contractor, shall be restored and maintained as specified herein and as shown and directed.

3.19.2 Restoration of Property:

3.19.2.1 The Contractor shall restore all pavement, driveways, sidewalks, gutters, culverts, trees, shrubs, lawns, landscaped areas and any other public or private property damaged as a result of work under this Contract. The quality of materials and workmanship used in the restoration shall produce a condition equal to or better than the condition before the work began. If conditions are inferior before restoration, they shall be superior after restoration.

3.19.2.2 Payment for restoration of property shall be included in the applicable excavation items unless specifically provided for in other unit or lump sum price items.

3.19.3 Time of Replacement:

3.19.3.1 In general, permanent restoration of street surfaces will not be permitted until one month's time has elapsed after trenches have been completely backfilled as specified. A greater length of time, but not more than nine (9) months, may be allowed to elapse before permanent restoration of street surfaces is undertaken, if, in the opinion of the Engineer such additional time is required for complete shrinkage and settlement of the backfill.

3.19.3.2 If the Contractor is permitted to replace pavement at any time by the Engineer, it shall not relieve the Contractor of responsibility to make repairs to damage caused by settlement for a period of one year or as elsewhere specified.

3.19.4 Schedule of Operations:
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3.19.4.1 A schedule of replacement operations shall be worked out by the Contractor, and approval of the Engineer shall be obtained. The program shall be adhered to unless otherwise approved by the Engineer.

3.19.5 Temporary Resurfacing & Repaving:

3.19.5.1 Immediately upon completion of refilling of the trench or excavation, the Contractor shall place a temporary pavement over all disturbed areas of the streets, driveways, alleys and other traveled places where the original surface has been disturbed by his operations. The temporary repavement shall be of a character satisfactory in all respects and safe for public travel.

3.19.5.2 The temporary resurfacing shall consist of a minimum of six inches (6") of well-graded broken stone with such additional depth as is necessary to withstand the traffic to which it is subjected. Where concrete pavements are removed, the broken stone shall be surfaced with "cold patch". The surface of the temporary repaving shall conform to the street grades. Mounding up of the material over the trench and covering the same with loose broken stone will not be considered as compliance with the above requirements.

3.19.5.3 For dust prevention, the Contractor shall treat all surfaces, not covered with cold patch, as approved by the Engineer. Use of calcium chloride and/or petroleum products for dust control is prohibited.

3.19.5.4 The temporary repavement shall be placed and maintained by the Contractor in a safe and satisfactory condition until such time as the permanent repaving is completed. The Contractor shall immediately remove and restore to a satisfactory condition any and all such resurfacing and repavements as shall become unsatisfactory and not in accordance with the terms and intent of the Specifications.

3.19.6 Preparation for Permanent Replacement:

3.19.6.1 After due notice and within the time specified, the temporary broken stone or gravel pavement shall be prepared as the base to receive the permanent pavement. It shall be brought to the required grade and cross section and thoroughly compacted before placing the permanent pavement. Service boxes, manhole frames and covers, and similar structures, within the area of pavement to be replaced and not conforming to the new work, shall be set to established grade by the Contractor at his expense, unless a specific item is included in the Contract.

3.19.7 Permanent Repaving:
3.19.7.1 The permanent and final repaving of all streets, driveways and similar surfaces where pavement has been removed, disturbed, settled or damaged by or on account of the work of the Contract shall be repaired and replaced by the Contractor, by a new and similar pavement at such time as directed. The top surface shall conform with the grade of existing adjacent pavement, and the entire replacement shall meet the current specifications of the local community for the particular types of pavement.

3.19.7.2 Concrete pavement and concrete base beneath asphalt, brick and other pavement surfacings supported by a concrete base, shall be replaced with Class "B" concrete.

3.19.7.3 Undamaged brick removed from brick pavement laid with sand or a bituminous filler may be reused in the pavement replacement. All broken and otherwise damaged brick, even though such brick were broken prior to removal, and all brick from grout filled pavement, shall be replaced with new brick of equal or better quality by and at the expense of the Contractor.

3.19.7.4 Where specified or approved by the Engineer, in writing, brick or block surfacing may be replaced by placing Class "B" concrete even with the adjacent wearing surface.

3.19.7.5 All pavement other than brick and concrete, and all gravel, crushed stone, and other types of roadway surfacings shall be replaced with new materials except where, in the opinion of the Engineer, materials salvaged from stone or gravel roadways have been removed, handled, and stored in such a manner that their original quality has been maintained, in which case such salvaged materials may be used to the extent available in the lower portion of the roadway surfacing after proper screening to remove dust and other excess fine material.

3.19.7.6 All such roadway surfacings shall be replaced to their original thickness at all points and such replacement shall in all cases conform in type, kind, and quality to the original when built. Where specifications covering the original construction are available, such specifications will apply to the replacement work. If not, the work shall be done in conformity with the State Department of Transportation Standard which conforms the closest to the type of surfacing being replaced, as determined by the Engineer.

3.19.8 Concrete Walks:

3.19.8.1 Concrete walks removed in connection with, or damaged as a result of, construction operations under the Contract shall be replaced with new construction; such walks shall be constructed of Class "B" concrete on a thoroughly compacted subgrade, shall have a vertical thickness of not less than four (4) inches (or thickness of the replaced walk where greater than four (4) inches), shall be constructed with vertical construction joints spaced not more than
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twenty-five (25) feet apart, shall be provided with expansion joints spaced not to exceed fifty (50) feet apart, and shall be sloped for drainage at right angles to the longitudinal center line in the amount of approximately 1/8-inch per foot of walk width.

3.19.8.2 Walks shall be float finished, edged with an edging tool, and grooved at construction joints and at intermediate intervals not in excess of the width of the walk. The length of blocks formed by grooving tool and distances between construction and expansion joints shall be uniform throughout the length of the walk in any one location. All walks shall be cured as specified for concrete slabs in the Section headed "Cast-In-Place Concrete".

3.19.9 Curbs, Gutters & Culverts:

3.19.9.1 The Contractor shall, at his own cost and expense, permanently repair and relay all curbs, gutters, roadway and driveway culverts, where the same have been broken, injured or disturbed by the Contractor, his agents or employees, in executing any of the work covered by the Contract or by or on account of said work. He shall restore the same in a manner, to a condition and with material, either new or old as required, similar and equal to that existing before such excavations were made.

3.19.10 Maintenance & Surfaces:

3.19.10.1 The pavements, sidewalks, curbs, driveways, gutters, culverts, restored lawns, shrubs, trees, landscaped areas and any other public or private property shall be maintained in satisfactory condition during a period of one year from and after completion and acceptance of the Contract.

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT - EXCAVATION - GENERAL:

4.1.1 The quantity of Excavation - General for which payment will be made shall be the number of cubic yards actually removed, measured as the volume occupied by it (including rocks) before its removal; the maximum limits of such volumes shall not exceed those defined by the drawings, specified or ordered.
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4.2 PAYMENT - EXCAVATION - GENERAL:  

4.2.1 For Excavation - General, not included in other unit or lump sum price items, will be made at the applicable price stated in the Bid and shall include the cost of all the several detailed operations incidental to the excavation. No additional payment will be made for excavation of rock, boulders, masonry or concrete encountered in the work. No payment will be made for material not excavated between the actual excavation and the maximum payment limits, if shown.  

4.3 MEASUREMENT - EXCAVATION BELOW SUBGRADE:  

4.3.1 The quantity of Excavation Below Subgrade, for which payment will be made, shall be the number of cubic yards (including rock) removed in accordance with the drawings, specified and/or ordered.  

4.4 PAYMENT - EXCAVATION BELOW SUBGRADE:  

4.4.1 For Excavation Below Subgrade, not included in other unit or lump sum price items, will be made at the applicable price stated in the Bid and shall include and cover all costs incidental to Excavation Below Subgrade when ordered. No additional payment will be made for excavation of rock, boulders, masonry, or concrete encountered in the work.  

4.5 MEASUREMENT - EXCAVATION - TRENCHING:  

4.5.1 The quantity for which payment will be made for Excavation - Trenching shall be the number of lineal feet, horizontal measurement, on the center line of the trench. The depth shall be measured on the center line of the trench from the invert or grade line to the original ground surface. Excavation - Trenching will be measured continuously through standard drop manholes, and no deduction will be made therefor. For other structures, deduction shall be made for length of trench occupied by the structures.  

4.6 PAYMENT - EXCAVATION - TRENCHING:  

4.6.1 For Excavation - Trenching, not included in other unit or lump sum price items, payment for Excavation - Trenching will be made at the price bid per lineal foot of Trenching for the various depths stated and shall include and cover all costs incidental to the trenching. No additional payment will be made for excavation of rock, boulders, masonry, or concrete encountered in the work. If so stated in the Additional Instructions, a percentage of the funds or unit amount to be retained under Excavation - Trenching will be withheld until all surface restoration is completed.
4.7 MEASUREMENT - EXCAVATION FOR STRUCTURES:

4.7.1 The quantity of Excavation for Structures for which payment will be made shall be the number of cubic yards actually removed, measured as the volume occupied by it (including rock) before its removal unless otherwise specified; the maximum limits of such volumes shall not exceed those defined upon drawings, specified and/or ordered.

4.8 PAYMENT - EXCAVATION FOR STRUCTURES:

4.8.1 For Excavation For Structures, not included in other unit or lump sum price items, payment for Excavation For Structures will be made at the applicable unit price stated in the Bid and shall include and cover the cost of all the several detailed operations incidental to the excavation. No additional payment will be made for excavation of rock, boulders, masonry, or concrete encountered in the work. No payment shall be made for material not excavated between the actual excavation and the maximum payment limits if shown.

4.9 MEASUREMENT AND PAYMENT - EXCAVATION - TEST PITS:

4.9.1 Measurement and Payment for Excavation - Test Pits, not included in other unit or lump sum price items will be made in accordance with the following schedule:

4.9.1.1 If a specific item for Excavation - Test Pits is included in the Bid, payment shall be made at the applicable unit price stated in the Bid.

Measurement of quantity shall be the actual number of cubic yards removed and replaced, measured as the volume occupied by it before its removal in accordance with the limits ordered by the Engineer.

4.9.1.2 If no specific item for Excavation - Test Pits is included in the Bid, Excavation - Test Pits shall be measured and paid for in accordance with the Section entitled - Measurement & Payment, Excavation - General.

4.9.1.3 If neither of the above two items are included in the Bid, Excavation - Test Pits shall be measured and paid for in accordance with the Section entitled - Measurement & Payment Excavation - Trenching.
SECTION 02220

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4.10 MEASUREMENT - EXCAVATION - ROCK:

4.10.1 Unless a specific item of Excavation - Rock is included in the Bid, no additional payment will be made for Rock encountered in the work.

4.10.2 If a specific item of Excavation - Rock is included in the Bid, measurement for payment shall be the actual volume of Rock excavated, measured within the limits specified or directed by the Engineer.

4.11 PAYMENT - EXCAVATION - ROCK:

4.11.1 For Excavation - Rock, not included in other unit or lump sum price items, payment for Excavation - Rock will be made at the price stated in the Bid, and shall include and cover all costs incidental to Excavation - Rock.

END OF SECTION
SECTION 02222

GRANULAR FILL

PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for Granular Fill, as shown on the Plans, as specified, and/or directed.

PART 2 - PRODUCTS

2.1 GRANULAR FILL:

2.1.1 For pipe and structure backfill, the Granular Fill shall consist of crushed stone, well graded from coarse to fine, conforming to New York State Department of Transportation Standard Specifications Item 203.7 – Select Granular Fill.

2.1.2 Granular Fill for road construction shall conform to Item 304.12 or Item 304.14 (Subbase Course Type 2 or 4), unless otherwise approved.

2.1.3 The Contractor shall submit to the Engineer for approval a certified sieve analysis and Modified Proctor Compaction Test for each source of granular fill, at no cost to the Owner.

PART 3 - EXECUTION

3.1 PLACING:

3.1.1 The Granular Fill shall be spread in horizontal layers so that the maximum thickness of any layer after compaction shall not exceed eight (8) inches. Compaction shall be by traveling vibrators or other approved method and shall be to a minimum dry density of ninety percent (90%) of the maximum dry density or ninety-five percent (95%) around structures as determined by the Modified Proctor Test, ASTM D1557 unless otherwise specified. Each layer shall be thoroughly compacted before placement of overlying layers.

3.2 COMPACTION TEST:

3.2.1 The Contractor shall employ an approved commercial testing laboratory at the Contractor’s own expense to conduct the compaction tests (ASTM D6938).
SECTION 02222

GRANULAR FILL

3.2.2 Each layer shall be tested, and approved by the Engineer before succeeding layers are placed. A minimum of one field density test shall be made each day and/or for each fifty (50) cubic yards of material placed and/or as shown or specified in the drawings.

3.2.3 The following reports in quadruplicate shall be submitted directly to the Engineer:


b. Field Density Reports.

3.2.4 Based on the reports of the testing laboratory and inspection, if the subgrade or fills which have been placed and compacted are below the specified density, the Engineer will ask for additional compaction and testing at the expense of the Contractor.

PART 4 – MEASUREMENT & PAYMENT

4.1 MEASUREMENT – GRANULAR FILL:

4.1.1 The quantity of Granular Fill allowed for payment shall be computed by using the product of the length, depth as directed, and the actual width, but not to exceed the Maximum Payment Width as shown on the Contract Drawings, less the volume occupied by the pipe or structure, if any.

4.2 PAYMENT – GRANULAR FILL:

4.2.1 For Granular Fill, not included in other unit or lump sum price items, payment for Granular Fill will be made at the applicable price stated in the Bid.
SECTION 02484

TOPSOIL

PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for Topsoil as shown on the Plans, as specified, and/or directed.

PART 2 - PRODUCTS

2.1 MATERIAL:

2.1.1 Topsoil for such depth as directed shall be removed from areas of the site where excavations are to be made or embankments placed. The soil so removed shall be transported and stored in piles at convenient locations designated or approved and shall be kept separate from all other classes of excavated material. Should the Contractor fail to keep separate from other material any soil removed, he shall procure and furnish at his own expense an equivalent quantity of satisfactory topsoil.

2.1.2 The Contractor is required to process the topsoil/compost. The material shall contain no admixture of refuse or any material toxic to plant growth and shall be free from subsoil, stones, clay lumps or similar objects larger than two inches in greatest dimension. Sod and herbaceous growth such as grass and weeds need not be removed. Topsoil shall not be delivered or placed in a frozen or muddy condition.

2.1.3 Contractor to condition topsoil as necessary. Topsoil from on-site and off-site sources shall have an acidity range of pH 5.5 to 7.6 and shall contain 4 to 20% organic matter as determined by loss of ignition of moisture-free samples dried at 100 degrees C.

a. Where topsoil pH is below 5.5, lime shall be added at a rate of 2-1/2 lbs. per cubic yard of topsoil until the pH is above 5.5.

b. Where topsoil pH is above 7.6, aluminum sulfate shall be added at a rate of 2-1/2 lbs. per cubic yard of topsoil until the pH drops below 7.6.

2.2 SOIL AMENDMENTS:

2.2.1 Lime: Natural dolomitic limestone containing not less than 85 percent of total carbonates with a minimum of 30 percent magnesium carbonates, ground so that not less than 90 percent passes a 10-mesh sieve and not less than 50 percent passes a 100-mesh sieve.
SECTION 02484

TOPSOIL

2.2.2 Aluminum Sulfate: Commercial grade, in dry powder form.

2.3 SUBMITTALS:

2.3.1 The Contractor shall submit six (6) copies of a pH test and organic content test for the Engineer’s review for each source of topsoil to be used.

PART 3 - EXECUTION

3.1 QUALITY ASSURANCE

3.1.1 Topsoil will be visually inspected upon delivery and material that does not comply with the Specification will be rejected.

3.2 PLACING:

3.2.1 Topsoil shall include fine grading the surface of the ground upon which topsoil is to be placed and the furnishing and placing of topsoil in the areas to be seeded or planted.

3.2.2 Depth of topsoil shall be minimum 4 inches unless otherwise shown or directed.

3.2.3 After approval by the Engineer of the fine grading of the subgrade, the topsoil shall be spread and compacted with a light roller to the lines, grades and elevations shown on the drawings, or directed by the Engineer, without unsightly variations, ridges or other depressions which will hold water. Any stone, litter or objectionable material shall be removed from the topsoil and the surface raked to true lines. Any uneven spots shall be leveled. The work shall not be performed during unsuitable weather.

PART 4 – MEASUREMENT & PAYMENT

4.1 MEASUREMENT – TOPSOIL:

4.1.1 The quantity of Topsoil for which payment will be made will be the plan view in square feet at the depths specified (4 inches unless otherwise noted) covered by topsoil. This area shall be determined based on as-built drawings of the topsoil area supplied by a NYS licensed surveyor hired by the Contractor.
SECTION 02484

TOPSOIL

4.2 PAYMENT – TOPSOIL:

4.2.1 For Topsoil, not included in other unit or lump sum price items, payment for Topsoil will be made at the applicable price stated in the Bid and shall cover all costs and expense incidental to excavating from storage, transporting, rehandling and placing in the completed work as shown, specified and directed. No payment will be made for any portion of this item until the Topsoil has been placed in final location.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for Seeding as shown on the Plans, as specified, and/or directed.

1.1.2 The Contractor shall seed new areas and disturbed areas where shown on the Drawings, specified or directed by the Engineer. Contractor shall prepare the seed bed by scarifying or otherwise loosening soil to a depth of 2 inches, applying fertilizer, lime or aluminum sulfate, seed and mulch at the rates specified.

1.1.3 Topsoil shall be applied to the locations identified in the Contract Drawings and prepared as outlined in Section 02484.

PART 2 - PRODUCTS

2.1 MATERIALS:

2.1.1 Fertilizer:

2.1.1.1 Commercial fertilizer (30-0-4) shall contain not less than nineteen percent nitrogen, nineteen percent available phosphoric acid and nineteen percent water soluble potash. The fertilizer shall be inorganic or a combination of inorganic and organic substances.

2.1.1.2 If, as an alternative, the Contractor wishes to substitute another fertilizer, he may do so with the approval of the Engineer, and the rate of fertilizer to be used shall be whatever amount is required to furnish the same amount of nitrogen as would be supplied by the 30-0-4.

2.1.1.3 Commercial fertilizer shall be delivered in original bags of the manufacturer, showing weight, analysis and the name of the manufacturer.

2.1.1.4 If the commercial fertilizer is not used immediately after delivery, the Contractor shall store it in such a manner that its effectiveness will not be impaired.
SECTION 02485

SEEDING

2.1.2 Seed:

2.1.2.1 Grass seed shall be a mixture of the species and/or varieties specified, mixed in the proportions specified.

2.1.2.2 The seed shall be fresh, recleaned and of the latest crop year. It shall conform to Federal and State Standards. Each type of grass in the mixture shall meet or exceed the minimum percentage purity and germination listed for that type of grass.

2.1.2.3 The following seed mixture shall be used for ditches, slopes and all areas disturbed by construction.

<table>
<thead>
<tr>
<th>Percentage by Weight</th>
<th>Species or Variety</th>
<th>Percent Germination</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Kentucky 31 Tall Fescue</td>
<td>90%</td>
</tr>
<tr>
<td>30</td>
<td>Perennial Ryegrass</td>
<td>90%</td>
</tr>
<tr>
<td>20</td>
<td>New Zealand White Clover</td>
<td>90%</td>
</tr>
<tr>
<td>20</td>
<td>Creeping Red Fescue</td>
<td>90%</td>
</tr>
</tbody>
</table>

2.1.2.4 For excessively wet areas, Reed Canary Grass shall be utilized.

2.1.2.5 The balance of material in an acceptable seed mixture, other than specified pure live seed shall, for the most part consist of nonviable seed, chaff, hulls, live seeds of crop plants and harmless inert matter. The percentage of weed shall not exceed one percent by weight for the mixture.

2.1.2.6 All seed mixtures furnished under this Item shall be mixed by the vendor and shall be delivered in standard sized bags of the vendor, showing the weight, analysis and vendor's name.

2.1.2.7 All seed shall be properly stored by the Contractor at the site of the work and any seed damaged during storage shall be replaced.

2.1.3 Mulch:

2.1.3.1 Straw or hay mulch shall consist of oats, wheat, rye or other approved crops which are free of noxious weeds. Weight shall be calculated on the basis of the straw having not more than 15% of moisture content.
PART 3 - EXECUTION

3.1 INSTALLATION:

3.1.1 Time For Seeding:

3.1.1.1 All seeding shall be done in a dry or moderately dry soil and at times when the wind does not exceed a velocity of five miles per hour. The Contractor is required to water seeded areas as necessary to provide favorable growing conditions.

3.1.2 Preparation of Seed Bed:

3.1.2.1 After the finished grading is completed and just before seeding, the areas to be seeded shall be loosened to a depth of two inches and free from depressions which will hold water. All sticks, stones, clods, roots or other objectionable material which might interfere with the formation of a fine seed bed shall be removed from the soil.

3.1.2.2 Commercial fertilizer shall be evenly applied at the rate of 300 pounds per acre.

3.1.3 Seeding:

3.1.3.1 Grass seed mixture shall be sown at the rate of 200 pounds per acre.

3.1.3.2 The seed shall be sown by hand or by an approved machine, in such a manner that a uniform stand will result.

3.1.3.3 After sowing, seeded areas shall be rolled with a light lawn roller weighing not more than one hundred pounds per foot of width.

3.1.4 Mulching:

3.1.4.1 Within three days after the seed is sown, the seeded areas shall be covered with a uniform blanket of straw mulch at the rate of 1,000 pounds per acre of seeded area or as required to provide 90% coverage (i.e., lightly cover 90% of the surface).

3.1.5 Hydroseeding:

3.1.5.1 The Contractor may substitute a hydroseeding process for hand seeding and mulching as specified above.
SECTION 02485

SEEDING

3.1.5.2 Where hydroseeding is used, the Contractor shall mix water, seed fertilizer, mulch and mulch anchorage at the following rates and apply to the prepared seed bed by means of a hand-held hose. No truck mounted spraying equipment shall be driven over the areas to be seeded. Discharge shall be in an uphill direction only.

   a. Fertilizer   - 300 lbs. per acre
   b. Seed        - 250 lbs. per acre
   c. Mulch       - Sufficient to equal 90% straw mulch coverage
   d. Mulch Anchorage
      Chemical      - Per Manufacturer's instructions
      Wood Cellulose - 750 lbs. wood fiber/acre

3.1.5.3 Where the mulch anchorage is provided ready mixed with the mulch, no additional mulch anchorage will be required.

3.1.5.4 Mulch shall be a commercial cellulose hydromulch such as "Conwed 2000", "Turf Fiber", or equal. Soil seal or mulch anchorage used shall be approved by the Engineer. An asphalt emulsion shall not be used as mulch anchorage.

3.2 MAINTENANCE AND PROTECTION:

3.2.1 The Contractor shall maintain and protect all seeded areas until final acceptance of the Seeding portion of the Contract.

3.2.2 Final acceptance will not be made until an acceptable uniform stand of grass is obtained in all newly seeded areas except that the Engineer at his discretion may accept a portion or portions of the work at various times.

3.2.3 Upon final acceptance of a seeded area by the Engineer, the Owner will assume responsibility for maintenance and protection of that area.

3.2.4 Any portions of seeded areas which are unacceptable, and which fail to show a uniform stand of grass from any cause, shall be reseeded as before except the fertilizer shall be applied at one-half the original rate. The seeding shall be repeated until the seeded areas are satisfactorily covered with grass.
PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT - SEEDING:

4.1.1 Measurement for the quantity of Seeding for which payment will be made shall be the actual number of acres covered.

4.2 PAYMENT - SEEDING:

4.2.1 For Seeding, not included in other unit or lump sum price items, payment for Seeding will be made at the applicable price stated in the Bid.
PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for installing all Reinforcing Steel, welded wire fabric and accessories for cast-in-place concrete as shown on the Plans, as specified, and/or directed.

1.2 REFERENCES:

1.2.1 Reference to standard specifications for the following organizations is intended to specify minimum standards for quality of materials and performance of workmanship, and for standard test methods.


1.3 SUBMITTALS:

1.3.1 Shop Drawings: Indicate bar sizes, spacings, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices. No work on fabricating or placing steel shall be done until such drawings and schedules have been approved.

1.3.2 Manufacturer’s Certificate: Submit certified copies of mill test report of reinforcement materials analysis.

1.3.3 Welder’s Certificate: Submit certification from welders employed on the work, verifying AWS qualification within the previous twelve months.
PART 2 - PRODUCTS

2.1 MATERIALS:

2.1.1 Reinforcing steel bars shall be free from defects, kinks, bends, rust, scale or other irregularities. Reinforcing mesh shall be of the electrically welded type, with wires arranged in rectangular or square patterns.

2.1.2 Reinforcing bars shall be deformed billet steel meeting the requirements of ASTM A615 Grade 60.

2.1.3 Steel wire fabric shall meet the requirements of ASTM A185.

2.1.4 Stirrup steel shall be cold drawn steel wire meeting the requirements of ASTM A82.

2.1.5 Epoxy coated reinforcing bars shall be deformed billet steel meeting the requirements of ASTM A775, Grade 60.

2.1.6 Galvanized reinforcing bars shall be deformed billet steel meeting the requirements of ASTM A767, Grade 60.

2.1.7 Accessory materials shall include: tie wire, minimum 16 gage annealed type. Epoxy-coated reinforcing bars shall be tied with plastic-; epoxy-; or nylon-coated tie wire. Chairs, bolsters, bar supports, and spacers shall be sized and shaped for strength and support of reinforcement during concrete placement conditions.

2.2 IDENTIFICATION AND PROTECTION OF BARS AND FABRIC:

2.2.1 Reinforcing steel shall be delivered to the work in strongly tied bundles identified with metal tags corresponding to the bar schedules and diagrams. Identification marks shall show quantity, producing mill, bar size, type of steel and grade mark.

2.2.2 All bars and fabric shall be stored off the ground and shall, at all times, be protected from moisture and be kept free from dirt, oil, or injurious coatings. Epoxy-coated reinforcing bars shall be stored on protective cribbing. If concreting is delayed for any considerable number of days after the reinforcing is placed in position, it shall be protected by covering with canvas or other satisfactory covering, or, if directed, shall be painted with a coat of neat cement grout.
2.2.3 Any bar or fabric having a scaly rust shall be cleaned. Epoxy-coated reinforcing bars that are cut, welded or otherwise damaged shall be repaired with patching material conforming to ASTM A775 and done in accordance with the Material Manufacturer's recommendation. Galvanized reinforcing bars that are cut, welded or otherwise damaged shall be repaired with patching material conforming to ASTM A767 and done in accordance with the Material Manufacturer's recommendation. The Contractor will be required to replace bars exhibiting severely damaged coatings.

PART 3 - EXECUTION

3.1 FABRICATION AND INSTALLATION:

3.1.1 Metal reinforcing shall be properly fabricated in accordance to references specified.

3.1.2 Metal reinforcing shall be properly placed in accordance to CRSI, ACI 301, ACI 318, ACI SP-66, as shown on the approved Shop Drawings and as herein directed.

3.1.3 Bars shall be bent in the shop to the shapes shown or required. Field bending shall be done only with the written approval of the Engineer. Field welding shall not be allowed without direct approval and supervision of the Engineer.

3.1.4 Unless otherwise shown, splices in tension reinforcement shall not be permitted, and splices in compression reinforcement shall be lapped 40 diameters. All bar splices shall be staggered, wherever possible. Locate splices not indicated on drawings, at point of minimum stress. Splice locations must be approved by the Engineer.

3.1.5 Reinforcing shall be securely tied and supported and must not be displaced during concrete placing operations. Epoxy-coated reinforcing bars shall rest on coated wire bar supports, or other acceptable materials. Dowels must be wired in place before concreting begins. All metal shall be kept away from exposed surfaces of concrete.

3.1.6 Conduit in slabs on grade shall be placed in a depression below the slab and the mesh run continuous over conduit. Conduit in slabs on forms shall be above the bottom reinforcing and below the top reinforcing. No conduit is permitted in thin joist slabs.

3.1.7 Cutting of bars to clear openings in walls or slabs is strictly prohibited. Warp bars around such openings.
SECTION 03210
REINFORCING STEEL

3.1.8 Provide two #6 diagonal bars at each corner of every rectangular opening in walls, unless otherwise shown on the Plans.

3.1.9 All slabs, unless otherwise shown on the Plans, to be reinforced with not less than WWF 6 x 6 - W2.9 x W2.9 welded wire mesh.

3.1.10 Placing of concrete shall not be scheduled until all of the reinforcing for the section is secured in place and the reinforcing and forms have been approved by the Engineer or his representative. Contractor shall notify the Engineer 24 hours prior to a concrete pour.

3.1.11 Welded wire mesh in slabs is to be placed in the upper third of the depth of the slab. Lap 6" minimum. Fabric shall be straightened as required before placement.

3.1.12 Provide bent bars 6'-0" long of same size and spacing as horizontal bars for all corners of foundation walls, unless otherwise shown on the Plans.

3.1.13 Do not displace or damage vapor barrier.

3.1.14 For footing reinforcement - support bars on small precast concrete blocks; space at intervals as shown on the Plans and within minimum height specified above underside of slab or footing.

3.1.15 Reinforcement shall not be bent after being partially embedded in hardened concrete.

3.2 CONCRETE PROTECTION FOR REINFORCEMENT:

3.2.1 Unless otherwise shown or directed, concrete protection, measured from the surface of the bar, shall be the following:

3.2.1.1 For concrete deposited against the ground, without the use of forms............ 3 inches

3.2.1.2 For formed concrete in contact with the ground........................................... 2 inches

3.2.1.3 For slabs and walls contacting water or sewage................................. 2 inches

3.2.1.4 For beams, girders and columns not directly exposed to ground and weather ........................................................................ 1-1/2 inches

3.2.1.5 For formed concrete exposed to the weather ........................................ 2 inches
3.2.1.6 For slabs and walls, not directly exposed to ground, weather, water or sewage.........................................................1 inch

3.2.2 Exposed reinforcing bars intended for bonding with future extensions shall be protected from corrosion by a covering of concrete or other approved material.

3.3 FIELD QUALITY CONTROL:

3.3.1 Field inspection will be performed under the provisions of Section 03300 or 03302.

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT - REINFORCING STEEL:

4.1.1 The quantity of Reinforcing Steel shall be determined by weight. Extra metal in laps will be included where authorized, where a single bar would be unreasonably long. The weight of devices for securing the reinforcement in position shall not be included in the quantity for payment. The quantity for which payment will be made will be the actual number of pounds of Reinforcing Steel placed as shown on the Plans and/or ordered by the Engineer.

4.2 PAYMENT - REINFORCING STEEL:

4.2.1 For Reinforcing Steel, not included in other unit or lump sum price items, payment for Reinforcing Steel will be made at the applicable price stated in the Bid.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for plain and reinforced Cast-In-Place Concrete work including accessory items of work herein described, as shown on the Plans, as specified, and/or directed.

1.2 REFERENCES:

1.2.1 Reference to standard specifications for the following organizations is intended to specify minimum standards for quality of materials and performance of workmanship, and for standard test methods.


1.3 QUALITY ASSURANCE:

1.3.1 Perform work in accordance with ACI 301 and ACI 302.

1.3.2 Acquire cement and aggregate from same source for all work.

1.3.3 Conform to ACI 305R when concreting during hot weather, except as herein modified.

1.3.4 Conform to ACI 306R when concreting during cold weather, except as herein modified.

1.4 SUBMITTALS, SAMPLES AND TESTS:

1.4.1 Product Data: Provide data on joint devices, attachment accessories and admixtures.
1.4.2 Concrete:

1.4.2.1 Samples and tests of all materials to be incorporated in the concrete shall be submitted in ample time for testing before delivery. All materials are subject to inspection and testing by a commercial testing laboratory approved by the Engineer at the Contractor’s expense. All materials are subject to approval by the Engineer prior to their delivery to the site.

1.4.2.2 The Contractor shall obtain from the manufacturer, prior to the actual delivery of the concrete, a statement giving the sources, specific gravities, and sieve analyses of the aggregates and the dry weights of cement and saturated-surface-dry weights of fine and coarse aggregate and quantities, type and name of admixture (if any) and of water per cubic yard of concrete that will be used in the manufacture of each class of concrete to be provided. This data shall be sent to the Engineer for review and approval.

a. Aggregates shall be tested for gradation, purity and accelerated soundness. Tests shall comply with ASTM C33, C136, ASTM C40, and ASTM C88. The source of the material shall not be changed without retesting.

b. Cement shall have representative mill test reports on physical and chemical requirements. All cement stored at job site or at concrete supplier’s place for over 60 days shall be tested for compliance with ASTM C150.

1.4.2.3 Contractor shall submit concrete mix design to be reviewed by the Engineer.

1.4.2.4 Tests of other materials may be required by the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS:

2.1.1 All materials shown, specified or required to be incorporated in cast-in-place concrete shall be of finest quality, and shall be delivered, stored and handled so as to prevent damage. Damaged or inferior materials will be rejected. Approved brands or sources must be used, without change for the entire project. All materials shall be proportioned to produce a well graded mixture of high density and maximum workability.
2.1.2 **Portland Cement** shall be a standard brand in compliance with ASTM C150 Type I. Only one brand shall be used for exposed work. Generally, Type I cement shall be used; however, Types II or III may be employed with the approval of the Engineer or if shown, or specified.

2.1.3 **Fine Aggregates** shall be clean, sharp, natural sand, free from loam, clay, organic impurities or frozen materials and shall conform to ASTM C33 in all respects. Sand shall be tested for impurities in accordance with ASTM C40.

2.1.4 **Coarse Aggregates** shall consist of strong, clean, crushed limestone or crushed gravel, free from harmful material and meeting all of the requirements of ASTM C33. Coarse aggregate shall also comply with New York State Department of Transportation Material Designation 703-02. Crushed limestone and crushed gravel shall meet the Physical Requirements (Testing) Designation 703-0201 and 703-0202, respectively.

2.1.5 **Water** used in mixing concrete shall be clean and free from all acid, alkali or organic matter and shall be obtained from a public water supply unless specifically permitted otherwise by the Engineer.

2.1.6 **Ready Mix Concrete** shall comply with ASTM Specification C94, this Specification, and used subject to the Engineer’s approval.

2.1.7 **Admixtures**, where shown or specified, shall be as follows:

a. Air entraining agent shall be “Daravair” or “Darex AEA” as manufactured by W.R. Grace Co., or Master Builder’s ”MBVR”, or equal meeting the requirements of ASTM C260.

b. Water reducing agent shall be Sika “Plastiment”, Master Builder’s “Pozzolith”, W.R. Grace’s ”WRDA”, or equal meeting the requirements of ASTM C494.

c. High range water reducers or superplasticizers shall be Sika “Sikament-FF”, W.R. Grace’s “Daracem-100” or “WRDA-19”, or equal meeting the requirements of ASTM C494.

2.1.8 **Bonding Agent**, where shown or specified, shall be “Dural 104” bonding compound manufactured by Dural International Corporation, “Sikadur 32 Hi Mod” by Sika Corporation, or equal.
SECTION 03300
CAST-IN-PLACE CONCRETE

2.1.9 Anchorage Items, where shown or specified, shall be as follows:

a. Inserts for fastening shelf angles shall be malleable iron adjustable wedge type, with bolt and washer, if required, as manufactured by Hohman & Barnard, Inc., Richmond Screw Anchor Co., Inc., or equal.

b. Threaded inserts for fastening of soffits of concrete beams shall malleable iron, as manufactured by Hohman & Barnard, Inc., Richmond Screw Anchor Co., Inc., or equal.

c. Ceiling hanger inserts shall be standard type wire as manufactured by Hohman & Barnard, Inc., Heckman Building Products, Inc., or equal.

d. Masonry anchor slots shall be galvanized sheet metal, felt filled, as manufactured by Hohman & Barnard, Inc., Heckman Building Products, Inc., or equal.

e. Flashing reglets shall be O’Keefe’s Inc., PVC “Watertite Type P”, or equal to size and shape shown.

2.1.10 Flexible Sleeve, where shown or specified, shall be of resilient rubber with a flanged, serrated waterstop and shall be cast directly into the walls of the concrete structure as shown on the Contract Documents. Flexible sleeve shall conform to the following physical requirements:

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>ASTM TEST REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>METHOD</td>
</tr>
<tr>
<td>Tensile Strength, psi</td>
<td>D412</td>
</tr>
<tr>
<td>Ultimate Elongation, percent</td>
<td>D412</td>
</tr>
<tr>
<td>Hardness, Type A durometer</td>
<td>D2240</td>
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</tbody>
</table>

2.1.10.1 Flexible sleeve must permit a minimum of 10 degrees deflection in all directions. Flexible sleeve shall be “Lockjoint Flexible Manhole Sleeve” as manufactured by Chardon Rubber Company, or equal.
SECTION 03300
CAST-IN-PLACE CONCRETE

2.1.11 **Forms** shall be wood, metal, or other approved materials as follows:

   a. Plywood shall be Commercial Standard Douglas Fir, moisture resistant, concrete form plywood, at least 5-ply 5/8” thick.

   b. Metal forms shall be as approved, and must produce surfaces equal to those specified for wood forms.

   c. Form oil shall be an approved non-staining mineral oil, such as “Duogaurd II” by W.R. Meadows, or equal.

   d. Form ties shall be of approved design, adjustable length and free of devices that will leave hole or depression larger than 7/8” diameter. When forms are removed no metal shall be left within 1” of finished surface.

2.1.12 **Waterstops**, where shown or specified, shall be minimum 3/8-inch thick across their entire section, heavy duty, serrated type manufactured from virgin polyvinyl chloride compound, “Model RB6-38H” as manufactured by Vinylex Corporation, or equal. They shall have a tensile strength of minimum 1800 psi and an elongation of minimum 200%.

   2.1.12.1 Waterstops shall be open bulb type, 6-inch wide unless otherwise shown or directed by the Engineer. The waterstops shall be supported during concrete placement to prevent dislodgement and to insure that the ends remain at right angles to the joint. Field joints shall be butt welded with an electric iron in accordance with the manufacturer’s instructions.

   2.1.12.2 Sample of the waterstops to be used shall be submitted to the Engineer for approval.

2.1.13 **Premolded Joint Filler**, where shown or specified, shall be premolded, resilient, non-extruding type, 1/2-inch thick unless shown otherwise, full depth of concrete section as manufactured by Celotex Corporation, “Fibre Expansion Joint Filler” by W.R. Meadows, or equal.

   2.1.13.1 Sample of the premolded filler proposed to be used shall be submitted to the Engineer for approval.

2.1.14 **Joint Sealant**, where shown or specified, shall be elastomeric polyurethane sealant material, black in unexposed locations, and grey in exposed locations, and have balanced properties of elongation recovery and tensile strength, and shall be Sonneborn “Sonolastic NP1”, Sika “Sikaflex 1A”, or equal.

3.20 03300-5
2.1.15 Protective Covering for concrete finish slabs, where shown or specified, shall be “Orange Label Sisalkraft”, Polyethylene Film as manufactured by Fortifiber Corp., or equal.

2.1.16 Non-Shrink Grout, where shown or specified, shall be premixed compound consisting of non-metallic aggregate, natural aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days; such as “Masterflow” as manufactured by Master Builders, “SikaGrout 212” as manufactured by Sika, or approved equal.

2.1.16.1 Non-Shrink grout shall be used under structural steel column baseplates and all equipment baseplates. All work shall be done in strict accordance with the manufacturer’s recommendations. At the request of the Engineer, the manufacturer’s representative shall be called to the job site for consultation regarding detailed use of the grout.

2.1.17 Grout for fillets, channels, or other non-structural applications shall consist of one (1) part cement (Portland Cement Type 2) and three (3) parts fine aggregate (sand) with sufficient mixing water for the intended application.

2.1.18 Cementitious Coating Materials, where shown or specified, shall be “Thoroseal” with “Acryle 60” bonding agent, as manufactured by Thoro System Products, “Anchor Masonry Surfacer” as manufactured by Anti Hydro Waterproofing Company, or equal.

2.1.19 Curing Compound shall be acrylic based “Kure-N-Seal” as manufactured by Sonneborn, acrylic based “CS-309”, or water based “VOCOMP-20” as manufactured by W.R. Meadows, or equal.

2.1.20 Vapor Retarder, where shown or specified, shall be “Moistop” as manufactured by Fortifiber Corp. Vapor Barrier shall be “Premoulded Membrane Vaporseal” as manufactured by W.R. Meadows, or equal.

2.1.21 Perimeter Insulation, where shown or specified, shall be “Styrofoam Square Edge” as manufactured by the Dow Chemical Corporation, “Foamular 250” as manufactured by UC Industries, or equal.

2.1.22 Penetrating Sealer, where shown or specified, shall be two components, 50% solids penetrating epoxy sealer. The penetrating sealer shall be fully compatible with the types of form oil, curing compound and joint sealant used.
SECTION 03300

CAST-IN-PLACE CONCRETE

2.1.22.1 Concrete surfaces to be treated must be dry, cured for a minimum of 21 days, free from surface accumulations of dust, dirt, oil, debris, concrete curing compounds, bond breakers, or other compounds which would prevent penetration and intimate contact between the concrete surface and the penetrating sealer. Concrete surfaces require preparation per manufacturer’s directions prior to sealer installation.

2.1.22.2 Penetrating sealer shall be “Spec-Seal” as manufactured by Conspec, Inc., or equal.

2.1.23 Metal Slab Joints, where shown or specified, shall be keyed type, minimum 18 gauge, galvanized steel by Heckmann Building Products, or equal.

2.1.24 Vapor Barrier: 6 mil (0.5 mm) thick clear polyethylene film type recommended for below grade application.

2.2 CONCRETE MIX DESIGN:

2.2.1 The Contractor shall submit concrete mix designs to be reviewed by the Engineer. The mix designs shall be confirmed by making and testing trial mixes for each class of concrete to be incorporated in the work. All testing shall be made by an approved testing laboratory at the expense of the Contractor. Mix designs shall conform to the ACI 301, except as may be modified in the Plans and/or Specifications.

2.2.2 No job concrete shall be poured until the mix design for that concrete has been approved by the Engineer. Once the mix has been approved, it shall not be changed, except when requested by the Engineer, or if requested by the Contractor and approved by the Engineer.

2.2.3 Ready-mixed concrete from an established company will be approved, if conforming to ASTM C94, and to this specification. All concrete shall be batched, mixed, delivered to the site, and shall conform to these requirements and be controlled in a manner to assure uniform concrete for the quality specified.

2.2.4 Water/cement ratios of all mixes shall be determined from w/c curve plotted from tests of the cement and aggregates used on the job. If necessary to increase the water content of the mix due to field conditions, sufficient cement must be added to maintain the design water/cement ratio. Accelerating or retarding admixtures may be permitted by the Engineer if requested by the Contractor to compensate for adverse weather conditions.
2.2.4.1 The various classes of concrete shall be designated as follows:

MAXIMUM PERMISSIBLE WATER-CEMENT RATIOS FOR CONCRETE (WHEN STRENGTH DATA FROM TRIAL BATCHES OR FIELD EXPERIENCE ARE NOT AVAILABLE)

<table>
<thead>
<tr>
<th>CLASS</th>
<th>MIN. 28-DAY COMPRRESSIVE STRENGTH IN PSI*</th>
<th>NON-AIR-ENTRAINED CONCRETE</th>
<th>AIR-ENTRAINED CONCRETE</th>
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<tbody>
<tr>
<td>A</td>
<td>5,000</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>B</td>
<td>4,000</td>
<td>0.44</td>
<td>5.0</td>
</tr>
<tr>
<td>C</td>
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<td>D</td>
<td>2,500</td>
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<td>E</td>
<td>2,000</td>
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<td>8.0</td>
</tr>
</tbody>
</table>

*28-day strength. With most materials, water/cement ratios shown will provide average strengths greater than indicated in Section 5.4 of ACI 318R as being required.

**For strength above 4,500 psi (non-air-entrained concrete) and 4,000 psi (air-entrained concrete) proportions shall be established by methods of Section 5.3 of ACI 318R.

Unless otherwise specified, all concrete shall be Class “B”, non-air-entrained except exposed concrete which shall be air-entrained. When foundation walls or grade beams are exposed to weather above grade, the entire wall shall be considered exposed concrete.

2.2.4.2 Maximum size aggregates shall be used as follows unless otherwise designated by the Engineer.

- 1-1/2” general work
- 3/4” thin sections; heavy reinforcing
- 3/4” columns, beams and slabs
- Over 1-1/2” massive structures, with approval
- 3/8” floor toppings
SECTION 03300
CAST-IN-PLACE CONCRETE

2.2.4.3 Slump - Maximum:

- Reinforced concrete - general 4”
- Reinforced concrete - thin walls, columns 5”
- Non-reinforced concrete 3”
- Pavements, including sidewalks 3”
- Heavy mass concrete 3”

2.2.4.4 Air Content: Use an approved air entraining admixture. The entrained content shall be controlled between 4% - 6%. See Plans for concrete work requiring air entrainment.

2.2.4.4.1 For mixes containing coarse aggregate with a top size of 3/4” or smaller and for exposed concrete subject to frost and salt action, air contents shall be increased to the range of 5% - 7%.

2.2.4.5 Should the Contractor feel it advantageous to employ concrete additives to improve workmanship or facilitate his work, he shall obtain the approval of the Engineer prior to his use of additives.

2.2.4.6 Use of accelerating admixtures in cold weather will not relax cold weather placement requirements.

2.3 STORAGE OF MATERIALS:

2.3.1 Portland Cement shall be stored in a weather-tight structure. No cement that has taken a warehouse set shall be used and any stored over sixty (60) days shall be rejected unless tested for soundness and setting time under ASTM C150. Such tests shall be at the Contractor’s expense.

2.3.2 Fine and coarse aggregates shall be kept separated and free from deleterious substances. All topsoil shall be removed from the storage area. Materials shall be stockpiled in layers to prevent segregation; however, re-mixing may be required if gradation is not maintained. Care shall be taken not to inter-mix materials in the area with the aggregates.

2.3.3 Any materials that have deteriorated or become contaminated will be rejected for use in the concrete and must be promptly disposed of by the Contractor.
PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL:

3.1.1 Before each pour, forms and reinforcing shall be inspected and approved by the Engineer. The Contractor shall give at least 24 hours notice before such an inspection is required. No pour shall be started until the Engineer has given approval. No concreting may be done in the absence of the Engineer without written permission of the Engineer.

3.1.2 Concrete Batch Ticket:

3.1.2.1 The Contractor shall require the manufacturer of the concrete to furnish to the Engineer with each batch of concrete before unloading at the site, a delivery ticket on which is printed, stamped, or written, information concerning said concrete as follows:

- Name of ready-mix batch plant
- Serial number of ticket
- Date
- Truck number
- Name of purchaser
- Specific designation of job (name and location)
- Designation of the concrete by compressive strength
- Amount of concrete in cubic yards
- Time loaded or of first mixing of cement and aggregates
- Reading of revolution counter at the first addition of water
- Type and brand, and amount of cement
- Type and brand, and amount of admixtures
- Total water added by producer (and W/C ratio)
- Water added at job site (upon approval of the Engineer)
- Maximum size of aggregate
- Weights of fine and coarse aggregate
- Ingredients certified as being previously approved
- Signature or initials of ready-mix representative

3.1.3 Concrete Testing:

3.1.3.1 The Contractor shall employ an approved commercial testing laboratory at his own expense to provide field sampling, testing and inspection of all concrete. Continuous inspection by the approved testing laboratory shall be provided during all concrete pours. The Contractor
shall maintain a record set of plans at the site showing date and amount of each pour, test results and temperature. If any portion of the work shows low test results, the Engineer may require batch plant inspection, additional testing, load tests, cored samples, and/or replacement of the faulty work, etc., at the Contractor’s expense.

3.1.3.2 The Contractor, through its approved testing laboratory, shall make all laboratory or field tests as required and shall furnish all necessary equipment. The Contractor, through its approved testing laboratory, shall transport all test cylinders from the site to the laboratory.

3.1.3.3 Field concrete inspection: The Contractor, through its approved testing laboratory, shall provide a competent field concrete inspector whose minimum duties shall be as follows:

- Check each truck on arrival to make sure that the concrete is not retempered.
- Make necessary slump tests for uniformity control.
- Make air tests and yield tests as required.
- Make any and all test cylinders as may be required in the Specifications.
- Notify the Engineers and/or his representative if any test results vary from the specified limits.

3.1.3.4 Tests:

a. Concrete shall be tested by an approved testing laboratory as follows:

- Standard 6” x 12” compression cylinders shall be in compliance with ASTM C39 in sets of four and shall be moist cured. Break 2 at 7 days, and 2 at 28 days. One set shall be made for approval of each mix design, one set for first pour of 50 cubic yards or less, and one set for each additional pour of 50 cubic yards. If less than 50 cubic yards are placed in one day, one set shall be made for each day’s pour.

- All test cylinders shall be cast, moist cured and broken under laboratory conditions in accordance with the ASTM C31 and ASTM C39. All four cylinders of a test shall be taken from the middle third of a single load. Each cylinder shall be properly labeled with an identifying mark, the mix proportions, air content, amount of water, slump, and the location in the structure where the concrete was
placed. Test reports shall include all this information. Distribute copies of reports as requested by the Engineer. Should any results be questionable, the Engineer shall be notified immediately so that corrective measures can be taken. Any test cylinder which has broken and fails to meet requirements shall be preserved for inspection by the Engineer.

3.1.4 Records:

3.1.4.1 Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.2 BATCHING AND MIXING:

3.2.1 All Batching and Mixing shall conform to the following and the ACI 304, “Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete”.

3.2.2 Aggregates and bulk cement shall be measured to within 1% by weight. Cement in standard sacks need not be weighed. Water shall be measured by volume or by weight to within 1/2%. Aggregate weights shall be corrected for moisture content. Admixtures shall be added through appropriate dispensing equipment to an accuracy of 3%.

3.2.3 The complete plant assembly shall be approved by the Engineer and shall conform to the following requirements:

- Provide ready adjustment of aggregate weights for varying moisture contents.
- Provide means of accurately controlling and easily checking water-cement ratio.
- Provide accurate control of all materials with positive shut-off.
- Facilities shall be provided for prompt removal of excess materials in hoppers.
- Each specified size of aggregate shall be measured separately with a separate beam scale.
- Bulk cement shall be dropped through canvas drop chutes or telescopic flexible hose tremie.
3.2.4 Concrete mixers or mixer trucks shall not be loaded to more than the rated capacity of the truck.

3.2.5 All concrete shall be mixed not less than 60 revolutions in the drum of a modern power mixer, at the rated speed of rotation. Mix not less than an additional 30 revolutions after the addition of any further water to the mix.

3.2.6 Do not add raw materials to the drum until all of the preceding batch has been discharged. For transit mixers, the wash water shall be discharged and not used as part of the mix water for the next batch.

3.2.7 Transit-mixed concrete shall be transported to the job site unmixed and only after arrival at the job site shall mixing begin. All concrete shall be unloaded from the mixer within 45 minutes after completion of mixing. All concrete still remaining in the truck shall be rejected.

3.2.8 The total time interval from the time the cement makes contact with the aggregate to the complete unloading from the mixer shall not exceed 90 minutes, unless such time is extended by the Engineer. The time may be reduced in hot weather or under unusual conditions, if unsatisfactory results are obtained.

3.3 FORMWORK:

3.3.1 The Contractor shall design and construct suitable and adequate formwork in conformance with ACI 347R. All shoring shall be properly braced to safely withstand all vertical, moving and lateral forces during the construction period. Responsibility for adequacy and safety rests with the Contractor. Materials shall be as stated in Paragraph 2.1.

3.3.2 General requirements for all forms shall be as follows:

- Forms shall be constructed of wood, plywood, or steel.

- All forms shall be set true to line, plumb, and properly braced so as to maintain the desired position and shape during and after pouring concrete. Forms shall be sufficiently tight to prevent leakage.

- All joints between sheets shall be backed up to assure that both sheets are in the same plane. Edges of abutting sheets shall be straight and true and shall be forced tightly together to minimize fins. Quality of form contact surfaces shall be subject to Engineer’s approval.
- Form ties shall be designed for the specific wall thickness required, and after removal of the external portion, no metal shall remain closer than one inch (1”) from the surface. Ties to be left in place shall be equipped with washers or other approved devices to prevent seepage of moisture along the tie. The removable portion shall be oil or grease coated.

- Immediately following the removal of forms, the projecting ties shall be removed and all holes filled with grout flush with the wall. Care shall be taken to use the same brand of cement and same mix proportions used in the wall to prevent color differences.

- Forms for walls and columns shall be provided with removable cleanout panels, to allow removal of chips and debris. All plywood forms must be new when first used on this job, but may be reused if kept in good condition. All forms shall be swept or flushed clean of shavings, debris, and other loose material. Loose earth and rock shall be scraped from footing trenches before pouring concrete.

- Provide 3/4” chamfer strips, unless noted otherwise on the drawings, at all exposed corners of columns, beams and walls where later finish is not to be applied.

- All forms and shores for floor and roof slabs and beams shall be “crowned” or “cambered” 1/4” for each 12 feet of span to eliminate dead load deflection. All forms shall be oiled with a non-staining mineral form oil before placing reinforcing.

- Build into forms all hangers, anchors, bolts, inserts, sleeves, etc., required to be set as part of this work, place and secure in exact position.

3.3.3 Form removal shall be as follows:

3.3.3.1 It shall be the Contractor’s responsibility to determine the time at which forms may be removed without endangering the structure, subject to the following limitations, unless documentation is provided to modify these requirements:

- Footing forms - 24 hours minimum; continue curing as specified.

- Wall forms - 2 days minimum for ten (10) feet high. Add one (1) day for each additional five (5) feet of height; continue curing as specified.
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Superstructure slabs, beams and columns shall not be stripped until the concrete attains at least 75% of its design strength as proven by test cylinders, and until a minimum of 14 days has elapsed.

Reshoring - immediately after stripping, fully reshape all slabs which are to be used to support shores for upper slabs. All forms for upper floor pours must be supported by shoring to at least two levels of full strength concrete.

3.4 JOINTS FOR CONCRETE:

3.4.1 Joints for concrete shall include all expansion joints, construction joints and contraction joints.

3.4.2 All joints shall be constructed at locations shown on the drawings, or as directed by the Engineer. Additional joints may be constructed by the Contractor subject to the approval of the Engineer.

3.4.3 Expansion Joints:

3.4.3.1 Expansion joints shall be constructed where shown and as directed. Reinforcement, corner protection angles or other fixed items embedded or bonded into concrete shall not be run continuously through expansion joints. Reinforcement shall be discontinued 2 inches from the joint face. A slightly rounded edging shall be provided to finish neatly all edges around expansion joints.

3.4.3.2 Preformed expansion joint filler material, sealant and waterstops, where shown on the drawings, shall be as specified in Paragraph 2.1.

3.4.4 Construction Joints:

3.4.4.1 The location of construction joints shall be chosen by the Contractor and shall be subject to the Engineer’s approval except where specifically located on the Plans.

3.4.4.2 Horizontal construction joints in walls will not be permitted, except with the approval of the Engineer. In order to minimize shrinkage, long continuous walls shall not be poured at one time. No more than 50 feet in horizontal direction shall be poured without a construction joint, unless prior approval is obtained from the Engineer.
3.4.4.3 Reinforcing shall be discontinuous through a construction joint, unless otherwise noted on drawings. As shown or specified on the drawings, additional No. 3 reinforcing bars spaced at 12-inches on center shall be placed horizontally in each construction joint at the center of the section. These bars shall be 4-feet long and shall extend 2-feet on each side of the joint. Reinforcement projecting through joint shall be kept clean.

3.4.4.4 As indicated on the drawings, all construction joints shall be provided with a keyway and a PVC waterstop as specified in Paragraph 2.1. The joint surface of the concrete previously placed shall be cleaned of all foreign matter and laitance by means of sandblasting with steam and sharp sand, or by other approved methods, until coarse aggregate is exposed. The concrete surface shall be saturated for a period of 6 hours and excess water then removed.

3.4.4.5 The new concrete shall be preceded by about 1/2-inch of soft mortar of the same proportions as that in the concrete. When accessible, this shall be scrubbed into the surface of the joint with wire brooms. When waterproofing is required, the entire joint shall be parged with a grout of approved mixture as recommended by the manufacturer of the waterproofing admixture, or one composed of one part integral waterproofing, three parts water and sufficient Portland Cement to form a thick, creamy mixture. This grout shall be fresh when followed by the new concrete. In column forms and deep narrow forms, the concrete placement shall be started with an oversanded mix with 5/8-inch maximum aggregate, and extra sack of cement per cubic yard, and a 5-inch slump. This mix shall be placed maximum 2 inches deep on the construction joint. A mortar layer shall not be used.

3.4.4.6 As indicated on drawings, a metal keyed floor slab joint may be used in lieu of above method.

3.4.5 Contraction (Control) Joints:

3.4.5.1 Contraction joints shall be located as shown on the drawings or as directed. Reinforcement through the joint shall be continuous as shown on the drawings and/or as directed by the Engineer.

3.4.5.2 Sawcut contraction joints (Type “A”) shall be made by cutting the concrete surface and filling with the sealant material as specified under paragraph 2.1. Cutting shall be done after the surface is firm enough not to be damaged by the cutting blade. Time of cutting shall be approved by the Engineer.

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3.4.5.3 Formed contraction joints (Type “B”) shall be made by tooling with a 1/4-inch radius edging tool and filled with the sealant material as specified under paragraph 2.1.

3.4.5.4 Premolded Contraction Joints (Type “C”) shall be “Kold-Seal Zipper Strip” by Vinylex or “Zip Cap Control Joint” by Greenstreak Products, or equal.

3.4.5.5 As indicated on drawings, a metal keyed floor slab joint may be used in lieu of above method.

3.5 INSERTS AND SLEEVES:

3.5.1 The Contractor shall cooperate with all other Contractors in permitting the placing of all necessary sleeves, conduit, or inserts for hangers for their trades. The Contractor shall notify the trades of all pours in ample time for the responsible Contractor to place all embedded items, sleeves, slots, holes or chases.

3.5.2 Accurately set all slots, chases, anchor bolts, opening, etc. All inserts for hanging mechanical equipment shall be provided and set by the Contractor for the trade involved. All sleeves for piping passing through floors and walls shall be provided by the Contractor for the trade involved and set by the General Contractor.

3.5.3 All conduit which must be placed in concrete slabs shall be installed after, and above the bottom reinforcing, but before, and under the top reinforcing. Where conduit cross-overs are necessary, they shall be located so that reinforcing is not displaced from its specified position.

3.5.4 All anchor bolts for the structural steel shall be carefully set as shown on the fabricator’s approved anchor bolt plan.

3.5.5 If, in the judgement of the Engineer, embedded items are located or grouped in a manner that will weaken the structure, the Contractor shall take the necessary corrective steps.

3.5.6 All inserts and sleeves where the outside diameter is greater than the spacing between the reinforcing steel, the reinforcing bars shall be warped around such inserts and sleeves. Unless shown otherwise on the drawings, provide, as a minimum, two #4 diagonal bars per face at 90 degrees to each other all around the inserts and sleeves.
3.5.7 Where openings are left in new concrete or are made in existing concrete for the insertion of wall castings, pipes or other fixtures, the space around these fixtures shall be made watertight by completely filling with a non-shrinking concrete containing an admixture of “SikaSet-C”, “Anti-Hydro” Concrete Waterproofing Agent, or equal.

3.6 CONVEYING AND PLACING CONCRETE:

3.6.1 The placing or depositing of all concrete shall be done in accordance with ACI 304, and as modified herein.

3.6.2 Preparation Prior to Placing Concrete:

a. Prepare previously placed concrete surfaces by cleaning with steel brush and applying bonding agent in accordance with manufacturer’s instructions.

b. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

c. Before placing concrete, all debris, water, snow and ice shall be removed from places to be occupied by concrete. Wood forms shall be wetted except in freezing weather or oiled, and the reinforcement cleaned of ice or other coatings.

3.6.3 Conveying, transporting, and placing shall be done as rapidly as practicable and without segregation, loss of ingredients, and without unnecessary rehandling. The tempering of concrete will not be permitted.

3.6.4 Concrete shall be deposited as nearly as practical to its final position to avoid segregation due to rehandling or flowing. The concreting shall be carried on at such a rate that the concrete is at all times plastic and workable and flows readily into the spaces between the reinforcing bars. No concrete that has partially hardened or been contaminated by foreign material shall be deposited on the work, nor shall retempered concrete be used. Once the concreting is started, it shall be carried on as a continuous operation until the placing of the panel or section is completed. All concrete shall be compacted by suitable means during the placing operation, and thoroughly worked around reinforcement and embedded fixtures and into corners of the forms. Tremies shall be used for deep forms, and concrete shall not be dropped more than 6’-0”.

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3.6.5 Vibrating:

3.6.5.1 During and immediately after depositing, all concrete shall be thoroughly compacted by vibrating the concrete internally with mechanical vibrating equipment. Care must be taken not to over-vibrate the concrete. Maintain spare vibrator(s) at the site for use in the event of breakdowns.

3.6.5.2 Spade and work the coarse aggregate away from forms, and work concrete around reinforcement to avoid air pockets, voids, and honeycombed sections. Hand spading slabs will be required in addition to mechanical vibration.

3.6.6 During concreting, check shoring frequently with level. Strengthen or adjust shoring as required. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.

3.6.7 Placing of concrete in supported elements shall not be started until the concrete previously placed in columns and walls is no longer plastic and has been in place at least two hours.

3.6.8 Screed all work to level surfaces at the proper elevations. Rake surfaces to provide bond for floor finishes where specified.

3.6.9 No concrete shall be deposited under water without written permission of the Engineer and then only in accordance with his directions. Proper tremie equipment and techniques must be used, should the need arise.

3.6.10 The Contractor shall have available at all times sufficient approved materials such that, when started, concrete shall be continuous operation until placement of panel or section is complete. Should placing of concrete be suspended or unavoidably interrupted once a pour has been started, provide bulkheads and keyways at formed surface at which to stop pour.

3.6.11 All laitance shall be removed from previous pours before additional concrete is placed.

3.6.12 Place concrete continuously between predetermined expansion, control and construction joints.
3.7 PROTECTION AND CURING:

3.7.1 All concrete shall be protected against injury by sun, rain, freezing, mechanical damage, or premature drying. All concrete shall be maintained above 50°F in a moist or wet condition for at least the first 7 days after placement.

3.7.2 On vertical surfaces keep forms on, or cover with burlap blankets, kept wet. When forms are exposed to the sun, minimize moisture loss by keeping the forms wet until they can be removed safety.

3.7.2.1 For the preservation of moisture, apply one of the following procedures to concrete not in contact with forms, immediately after completion of placement and finishing:

   a. continuous sprinkling
   b. application of absorptive mats or fabric kept continuously wet
   c. application of waterproof sheet materials as specified in Part 2, herein
   d. application of the curing agent specified in Part 2, herein

3.7.3 On horizontal surfaces and floors to receive later finishes, cover with wet burlap, wet sand, or curing paper and keep saturated. Cement finish floors shall be covered with protective covering material with lapped and sealed edges after the concrete has set sufficiently to carry worker’s weight. Covering shall remain in place until floor is cleaned. Weight covering with planks as required to hold it in place.

3.7.4 Cold weather protection shall conform to A.C.I. 306R, except as modified herein.

3.7.4.1 Prior to pouring, it shall be the Contractor’s responsibility to keep the forms free from snow, ice, mud or debris at all times, by means of covers, enclosures, live steam or heating below the forms, as necessary. Use of torches, open flames, salts, straw, hay or chemical is prohibited.

3.7.4.2 When air temperature is 40°F, or less, use only heated concrete, delivered to the forms at temperatures between 65°F and 85°F. All portions of freshly poured concrete shall be continually maintained at a temperature of not less than 50°F for seven days. Specified temperature shall be maintained by heated enclosures, insulating blankets, insulated forms, or whatever approved methods are required to attain the specified result.

3.7.4.3 Concrete shall not be poured on frozen soil. After pouring, protect against freezing and heaving of subgrade. Any frozen concrete will be rejected and removed at the Contractor’s expense. Accelerating admixtures shall not be accepted in lieu of winter protection.
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3.7.5 Hot weather protection shall conform to ACI 305R, except as modified herein.

3.7.5.1 During warm dry weather special care and precautions should be taken to prevent premature setting which may cause shrinkage and surface checking. No concrete shall be placed at temperatures above 90°F without approval of the Engineer.

3.7.6 No water (except curing spray) shall be allowed to come in contact with the concrete or masonry surface for a minimum of 24 hours. Should the rising water place a stress on the concrete, proper bracing shall be provided. Loading shall not occur without prior approval by the Engineer, and proper safety precautions shall be the responsibility of the Contractor.

3.7.7 Curing compound may be used as specified in Paragraph 2.1 provided discoloration does not occur and application is in accordance with manufacturer’s direction and is compatible with concrete finish.

3.8 FOOTINGS AND MATS:

3.8.1 Hand trim excavation to required levels.

3.8.2 Where shown on the drawings provide concrete mud mat to the thickness indicated.

3.8.3 Support reinforcing on bricks or precast blocks, or where mud mat is used, on chairs or bolsters, 3” clear of soil.

3.8.4 Columns and wall dowels shall be positioned, supported and tied in place before concrete is poured. Footing bottoms shall be inspected and approved by the Engineer before placing mud mat or footings.

3.9 SUPPORTED SLABS ON FORMS:

3.9.1 Forms shall be built to required dimensions and camber as specified above. Reinforcing shall be located as shown on approved placing plans. Support bars at specified heights with bolsters, chairs, etc., so that reinforcing will not be moved from the specified position during placing of concrete.

3.9.2 Refer to paragraph 3.5 for installation of conduits.
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3.10 SLABS ON GROUND:

3.10.1 Subgrade and base to be prepared as specified in Contract Documents.

3.10.2 Form depressed ribs under partitions as required by sloping gravel, or provide permanent side forms to retain gravel.

3.10.3 Trench subgrade for electric conduit as detailed on Plans. All reinforcing shall be above electric conduit.

3.10.4 Place slabs of thickness shown on Plans, vibrate, screed, float level, and finish as specified below.

3.11 CONCRETE FINISHES - FORMED SURFACES:

3.11.1 After the forms are removed, all concrete surfaces shall be inspected, and any poor joints, voids, stone pockets or other defective areas noted by the Engineer shall be repaired immediately at the Contractor’s expense by cutting away the unsound area to a minimum depth of 1 inch, and refilling with mortar mixed using the same brand of cement as the original pour. Edges of the patch shall be square with the face, with feather-edging prohibited. Obtain approval of corrective action prior to repair.

3.11.2 Care shall be taken to saturate the patched area and holes shall be filled in 1/2-inch layers with a delay for an initial set to take place before the succeeding layer is applied. If, in the opinion of the Engineer, improper consolidation is too extensive, or if the structure appears weakened by the voids, complete removal of the concrete in question may be required. Patches shall be kept moist for a minimum of three days.

3.11.3 Rubbed finishes shall be as follows:

a. **Type A:** Surfaces shall be rubbed until all marks are obliterated and a uniformly smooth finish is obtained.

b. **Type B:** Surfaces shall be rubbed until they are uniformly smooth, but the complete obliteration of all marks is not required.

c. **Type C:** All fins, burrs and projections shall be removed, any honeycomb or tie-holes shall be filled and patched.
3.11.4  The type of finish to be used shall be as scheduled or as noted on the Plans. Where the type of finish is not shown or scheduled, exposed faces shall be given a Type B finish and unexposed faces shall be given Type C finish.

3.11.5  Rubbing shall begin as soon as practicable after removal of forms and shall be expedited to completion as rapidly as practicable.

3.11.6  Surfaces shall be rubbed with carborundum and water until all fins, bubbles, hollows and other defects are removed. Grout or mortar shall not be used in the rubbing process, and plastering of surfaces will not be permitted. Power tools shall be used for rubbing with hand work limited to inaccessible corners or very small areas.

3.12  FLOOR AND SLAB FINISHING:

3.12.1  Finished floors and slabs shall be level to within 1/8” of finish floor elevation in ten feet. If this variation occurs, it must not be abrupt, but must taper so that the 1/8” variation takes place in not under 4 feet. Areas with drains shall have the surfaces sloped uniformly and true to the effect that no surface ponding occurs. If required by the Engineer, replace, grind or furnish underlayment to correct the variation, at the Contractor’s expense. All floors and slabs shall be cured and protected as specified.

3.12.2  Trowelled Finish: Provide a floated finish, followed by a power troweling and then a hand troweling thoroughly consolidating the surface. Provide a finished surface essentially free from trowel marks and uniform in texture and appearance.

3.12.2.1  Where exposed concrete finish is specified, provide a steel trowelled finish.

3.12.2.2  Under quarry tile and ceramic tile screed to accurate lines and levels as required to receive these materials. Floors receiving tile are to be steel trowelled finished and are indicated on the Plans.

3.12.3  Float Finish: A float finish shall be applied to all exterior concrete and those areas not intended for occupancy, such as culvert inverts, bottoms of manholes and catch basins, pads, etc.

3.12.4  Broom Finish: Provide a floated finish. While the surface is still plastic, provide a textured finish by drawing a fiber bustle broom uniformly over the surface in one direction only. Provide “medium” texturing unless noted otherwise on the Contract Drawings. Sidewalks, walkways, or exterior ramps shall be given a broom finish, perpendicular to traffic, sufficient to leave marks without appreciable disturbance of the surface.
3.12.5 Dusting with dry cement or cement sand mixtures, to hasten drying, is prohibited. Dry time shall be controlled by controlling the water content and slump of the concrete when placed.

3.13 BONDING:

3.13.1 For the bonding of new and old concrete, such provisions shall be made by means of steps, dovetails, bonding agents as specified in Paragraph 2.1, or other devices as shown, or directed.

3.13.2 When placing of concrete is suspended or unavoidably interrupted, all necessary grooves for bonding future work shall be made before the concrete has attained its initial set. When the work is resumed, concrete previously placed shall be roughened, cleaned of all foreign material and laitance by means of sandblasting with steam and sharp sand or other approved methods, until coarse aggregate is exposed, and thoroughly wetted and slushed with mortar containing the same proportion of cement and fine aggregate as used in the concrete to be placed. Follow manufacturer’s preparation recommendations when using a bonding agent.

3.14 MISCELLANEOUS CONCRETE WORK:

3.14.1 Pour all sump pits, canopies, copings and provide all other miscellaneous concrete and cement work shown on the drawings. All such concrete shall be reinforced as shown. Provide all cement filled stair treads as detailed. Place bottoms and walls of pits and trenches monolithically or provide waterstops and keys.

3.14.2 Concrete Walks: Provide 4 inches thick minimum. Provide contraction joints spaced every 5 linear feet, unless otherwise indicated. Cut contraction joints 3/4-inch deep with a jointing tool after the surface has been finished. Provide 1/2-inch thick transverse expansion joints at changes in direction, where sidewalk abuts curb, steps, rigid pavement, or other similar structures. Provide a transverse slope of 1/4-inch per foot, and limit variation in cross section to 1/4-inch in 5 feet unless otherwise indicated.

3.14.3 Curbs and Gutters: Provide contraction joints spaced every 10 feet maximum, unless otherwise indicated. Cut contraction joints 3/4-inch deep with a jointing tool after the surface has been finished. Provide expansion joints 1/2-inch thick and spaced every 100 feet maximum, unless otherwise indicated. Provide a broom finish.

3.14.4 Equipment Bases: Unless otherwise shown, all equipment shall be erected on bases of Class “B” concrete. Thickness shall be as noted on the Plans, but at no time shall it measure less than 1 inch.
3.14.5 Concrete Stairs, Steps and Platforms: Stairs, steps and platforms shall be formed to required profiles shown on the Plans. Place reinforcing as required. Finish of stairs and steps shall be monolithic. Where shown on Plans, provide for nosings. Exterior stairs, steps and platforms shall have a non-slip finish. Before final troweling, embed abrasive grits, as specified in Paragraph 2.1, in the surface.

3.15 CEMENTITIOUS COATING:

3.15.1 Cementitious Coating shall be applied to all exposed exterior and interior Cast-In-Place Concrete surfaces except concrete floors and walking surfaces in accordance with the schedule shown on the Plans, or otherwise directed.

3.15.2 The surfaces to be coated shall be clean, free of all laitance, dirt, grease, curing compound, form treatments, efflorescence, paint and other foreign matter. All formed tie-rod holes and honeycombed areas shall be patched flush with the surrounding area using mortar as recommended by cementitious coating manufacturer.

3.15.3 All areas scheduled to be coated will receive two coats of cementitious coating as specified in Paragraph 2.1, applied at a minimum rate of 2 pounds per square yard per coat. The first coat shall be allowed to set before the second coat is applied. Sufficient materials shall be applied to fully seal all pores and voids. All coatings shall be done strictly in accordance with the manufacturer’s recommendations.

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT - CAST-IN-PLACE CONCRETE:

4.1.1 The quantity of Cast-In-Place Concrete for which payment will be made will be the actual number of cubic yards measured in place within the lines shown, specified, or ordered.

4.2 PAYMENT - CAST-IN-PLACE CONCRETE:

4.2.1 For Cast-In-Place Concrete, not included in other unit or lump sum price items, payment for Cast-In-Place Concrete will be made at the applicable price stated in the Bid.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall provide all labor, materials and equipment required to fabricate and erect all Metal Fabrications, complete with anchorage devices, connections, accessories and incidental work, as shown on the Plans, as specified, and/or directed.

1.1.2 No attempt is made to enumerate or describe each item of miscellaneous metal work, but simply to describe major items, certain special items, and general construction requirements for all items.

1.2 REFERENCES: The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1.2.1 Aluminum Association, Inc. (AA) Publications:
   SAA46 Standards for Anodized Architectural Aluminum
   DAF45 Designation System for Aluminum Finishes

1.2.2 American Institute of Steel Construction (AISC) Publications:
   M011 Manual of Steel Construction
   S326 Specifications for Structural Steel Buildings

1.2.3 American National Standards Institute, Inc. (ANSI) Publications:
   SNT-101 Safety Requirements for Heavy Duty, Portable, Compressed Air Actuated Fastener Driving Tools
   A14.3 Safety Requirements for Fixed Ladders
   B18.2.1 Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws
SECTION 05500

METAL FABRICATIONS

B18.2.4  Square and Hex Nuts
B18.5    Round Head Bolts
B18.21.1 Lock Washers

1.2.4 American Society for Testing and Materials (ASTM) Publications:

A36     Structural Steel
A48     Gray Iron Castings
A53     Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
A123    Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
A153    Zinc Coating (Hot-Dip) on Iron and Steel Hardware
A167    Stainless and Heat Resisting Chromium-Nickel Steel Plate, Sheet and Strip
A500    Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
A501    Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
A525    Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, General Requirements
A687    High Strength Non-Headed Steel Bolts and Studs
A786    Rolled Steel Floor Plates
B26     Aluminum-Alloy Sand Castings
B108    Aluminum-Alloy Permanent Mold Castings
SECTION 05500

METAL FABRICATIONS

B209  Aluminum and Aluminum Alloy Sheet and Plate
B221  Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes
B429  Aluminum-Alloy Extruded Structural Pipe and Tube

1.2.5  American Welding Society, Inc. (AWS) Publication:
       D1.1  Structural Welding Code, Steel

1.2.6  National Association of Architectural Metal Manufacturers (NAAMM) Publication:
       MFM  Metal Finishes Manual

1.2.7  National Fire Protection Association (NFPA) Publication:
       101  Code for Safety to Life from Fire in Buildings and Structures

1.2.8  Steel Structures Painting Council (SSPC) Publications:
       SP 2  Hand Tool Cleaning
       SP 3  Power Tool Cleaning
       SP 6  Commercial Blast Cleaning
       Paint 25  Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer

1.3  SUBMITTALS:  Submit the following.

1.3.1  Manufacturer's Catalog Data:
       a.  Steel Railings
1.3.2 Drawings:

   a. Steel Railings

1.3.3 Certificates of Compliance: Attest that materials comply with requirements of this Specification and of referenced documents.

   a. Steel Railings

1.3.4 Submit drawings for approval prior to fabrication. Include templates, and erection and installation details, indicating thickness, type, grade, class of metal, and dimensions. Show construction details, reinforcement, anchorage, and installation with relation to the building construction.

1.4 QUALIFICATION OF WELDERS: In accordance with AWS D1.1 using procedures, materials, and equipment of the type required for the work.

1.5 DELIVERY AND STORAGE: Protect from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil and weather. Contractor shall replace and remove damaged items with new items.

PART 2 - PRODUCTS

2.1 MATERIALS: Products shall conform to the respective reference specifications and standards and to the requirements specified herein.

   2.1.1 Steel and Iron: If not specified otherwise, use standard mill finished structural steel shapes or bar iron in compliance with AISC Specifications for Structural Steel Buildings.

   2.1.2 Structural Carbon Steel: ASTM A36.

   2.1.3 Structural Tubing: ASTM A500, Grade B or ASTM A501.

   2.1.4 Steel Pipe: ASTM A53, Type E or S, Grade B, standard weight unless otherwise specified.

   2.1.5 Fittings for Steel Pipe: Standard malleable iron fittings.
SECTION 05500

METAL FABRICATIONS

2.1.6 Cast Iron Gratings: Gray cast iron conforming to ASTM A48, Class 40.

2.1.7 Anchors and Fasteners: Where exposed, shall be of the same material, color, and finish as the metal to which applied.

2.1.7.1 Expansion Shields: Group, type, class, and style best suited for the purpose. Provide shields recessed not less than 2-1/2 inches into concrete or masonry, unless indicated otherwise.

2.1.7.2 Lag Screws and Bolts: ANSI B18.2.1, type and grade best suited for the purpose.

2.1.7.3 Toggle Bolts: ANSI B18.2.1 and ANSI B18.5.

2.1.7.4 Bolts, Nuts, Studs and Rivets: ANSI B18.2.4 and ASTM A687.

2.1.7.5 Powder Driven Fasteners: Use when permitted by ANSI. Follow safety provisions of ANSI SNT-101.

2.1.7.6 Lock Washers: Circular washers shall conform to ANSI B18.21.1. Beveled washers for American Standard beams and channels shall be square or rectangular, taper in thickness, and be smooth.

2.1.8 Aluminum Alloy Products: Shall conform to ASTM B209 for sheet plate, ASTM B221 for extrusions and ASTM B26 or ASTM B108 for castings, as applicable. Provide aluminum extrusions at least 1/8-inch thick and aluminum plate or sheet at least 0.050-inch thick.

2.2 DISSIMILAR MATERIALS: Where dissimilar metals are in contact, or where aluminum is in contact with concrete, mortar, masonry, wood, or absorptive materials subject to wetting, protect the surfaces with a coat of bituminous paint, a coat of varnish or a coat of zinc chromate primer to prevent galvanic or corrosive action.

PART 3 - EXECUTION

3.1 FABRICATION: By mechanics skilled in the trade and in accordance with the manufacturer's directions. Metal work shall be well formed to shape and size, with sharp lines, angles, and true curves. All work shall be fabricated to allow for expansion and contraction of materials. Provide welding and bracing of adequate strength and durability, with tight, flush joints, dressed smooth and clean.
3.2 MEASUREMENTS: Before fabrication, provide necessary field measurements and verify all measurements. Wherever possible, field measurements shall be taken prior to fabrication. Do not delay job progress; allow for trimming where final dimensions cannot be established before fabrication. The Contractor is solely responsible for fit and shall make all corrections required to items fabricated off site at no additional cost to Owner.

3.3 METAL SURFACES: Shall be clean and free from mill scale, flake rust and rust pitting; well formed and finished to shape and size, with sharp lines, angles, and smooth surfaces. Shearing and punching shall leave clean true lines and surfaces. Weld or rivet permanent connections. Welds and flush rivets shall be used and finished flush and smooth on surfaces that will be exposed after installation. Do not use screws or bolts where they can be avoided; when used, heads shall be countersunk, screwed up tight and threads nicked to prevent loosening.

3.4 CONSTRUCTION: Thickness of metal and details of assembly and supports shall give ample strength and stiffness for the minimum loads specified or indicated.

3.5 FASTENING: Provide the necessary rabbets, lugs, and brackets so that the work can be assembled in a neat and substantial manner. Holes for bolts and screws shall be drilled. Joints exposed to the weather shall be formed to exclude water. Conceal fastenings where possible.

3.6 SHOP FABRICATION: Fabrication and assembly shall be done in the shop to the greatest extent possible. Provide holes required for connection of other adjacent or adjoining work.

3.7 MISCELLANEOUS ITEMS: Provide as noted on drawing.

3.7.1 Handrails and Railings:

3.7.1.1 Steel Rails, Including Carbon Steel Inserts: Steel rails, including inserts in concrete, shall be steel pipe conforming to ASTM A53 or structural tubing conforming to ASTM A500, Grade B. Steel rails shall be as indicated, Schedule 40. Steel railings shall be shop painted.

   a. Fabrication: Jointing of posts, rail, and corners shall be by one of the following methods:

      (1) Flush-type rail fittings of commercial standard, welded and ground smooth with railing splice locks secured with 3/8-inch hexagonal-recessed-head setscrews.
METAL FABRICATIONS

(2) Mitered and welded joints made by fitting post to top rail and intermediate rail to post, mitering corners, groove welding joints, and grinding smooth. Railing splices shall be butted and reinforced by a tight fitting interior sleeve not less than 6 inches long.

(3) Railings may be bent at corners in lieu of jointing, provided bends are made in suitable jigs and the pipe is not crushed.

b. Installation: Shall be in holes cored in concrete and filled with quick setting anchoring cement.

3.8 ANCHORAGE, FASTENINGS, AND CONNECTIONS:

3.8.1 Anchorage: Provide anchorage for fastening work securely in place. Set anchors in concrete as the work progresses and space not more than 2 feet on centers unless indicated otherwise. Sizes, kinds, and spacings of anchors not indicated or specified shall be as necessary for the purpose, as approved. Anchorage not otherwise specified or indicated includes slotted inserts, expansion shields, and powder-driven fasteners, when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; through bolts, lag bolts, and screws for wood. Provide inserts of suitable and approved types where required for support or anchorage of equipment and finish construction. Inserts shall be gray or malleable iron castings or galvanized steel unless indicated or specified otherwise. Slotted inserts shall be of types required to engage with anchors. Except where specified otherwise, anchors and anchor bolts in exterior walls shall be zinc-coated, and all other anchors and anchor bolts shall be heavily coated with bituminous paint.

3.8.1.1 Fastenings: Do not use wood plugs in any material. Use nonferrous attachments for nonferrous metal. Make exposed fastenings of compatible materials, generally matching in color and finish, and harmonizing with the material to which fastenings are applied. Conceal fastenings where practicable. Drill and punch to produce clean true lines and surfaces. Countersink metal work to receive hardware.

3.9 WELDING: Perform welding, welding inspection, and corrective welding, in accordance with AWS D1.1. Weld in a manner to prevent permanent distortion of the connected parts. Weld continuously along the entire area of contact except where tack welding is permitted. Do not tack weld exposed connections. Grind smooth visible welds in the finished installation.
3.10 FINISHES:

3.10.1 Galvanizing: Hot-dip galvanize items specified to be zinc-coated, after fabrication where practicable. Galvanizing: ASTM A123, ASTM A153 and ASTM A525, as applicable.

3.10.1.1 Galvanize: Anchor bolts, grating fasteners, washers, and parts or devices necessary for proper installation, unless indicated otherwise.

3.10.1.2 Repair of Zinc-Coated Surfaces: Repair surfaces damaged by welding or other means with galvanizing repair paint or by the application of stick or thick paste material specifically designed for repair of galvanizing, as approved. Clean areas to be repaired, and remove the slag from the welds. Surfaces to which stick or paste material is applied, shall be heated with a torch to a temperature sufficient to melt the metallics in stick or paste; spread the molten material uniformly over surfaces to be coated and wipe the excess material off.

3.10.2 Shop Cleaning and Painting: After surface preparation, apply pretreatment and primer as specified. Do not coat surfaces of items to be embedded in concrete or to be welded. Recoat damaged surfaces using surface preparation, treatment, primer and paint that was applied to the adjacent surfaces upon completion of work. Do not apply bituminous protective coatings to items to be finish painted.

3.10.2.1 Environmental Conditions: Do not clean or paint surface when damp or exposed to foggy or rainy weather, when the metallic surfaces temperature is within 5 degrees F of the dew point of the surrounding air, or when the surface temperature is below 45 degrees F or over 95 degrees F, unless approved by the Engineer.

3.10.2.2 Surface Preparation: Unless otherwise specified herein, abrasive blast clean exposed surfaces in accordance with SSPC SP 6. Surfaces that will be in spaces above ceiling, attic spaces, crawl spaces, furred spaces, and chases may be cleaned in accordance with SSPC SP 2 or SP 3 in lieu of being blast cleaned. Wash cleaned surfaces which become contaminated with rust, dirt, oil, grease, or other contaminants with solvents until thoroughly clean. Steel to be embedded in concrete shall be free of dirt and grease. Do not paint or galvanize bearing surfaces, including contact surfaces within slip-critical joints, but coat them with an approved rust preventive, applied in the shop. Remove such coating just prior to field erection using a remover approved by the rust preventive manufacturer. Surfaces, when assembled, shall be free of rust, grease, dirt and other foreign matter.

3.10.2.3 Pretreatment, Priming and Painting: Apply pretreatment, primer, and paint in accordance with the manufacturer's standard practice. On surfaces concealed in the finished
construction or not accessible for finish painting, apply an additional prime coat to a minimum dry film thickness of 0.1 mil. Tint the additional prime coat with a small amount of tinting pigment. Structural steel shall be shop primed with one coat SSPC Paint 25. Finish coat of paint is specified in Section 09900, "Painting".

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT - METAL FABRICATIONS:

4.1.1 Measurement for Metal Fabrications shall include the cost of all materials, equipment, labor, submittals and testing for the work indicated in this Section.

4.2 PAYMENT - METAL FABRICATIONS:

4.2.1 For Metal Fabrications, not included in other unit or lump sum price items, payment for Metal Fabrications will be made at the applicable price stated in the Bid.

END OF SECTION
SECTION 09900

PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 Under this Section, the Contractor shall furnish all labor, materials and equipment for Painting as shown on the Plans, as specified and/or directed.

1.2 REFERENCES: The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1.2.1 Code of Federal Regulations (CFR) Publications:

29 1910.1000 Occupational Safety and Health Standards
29 1910.1025 Occupational Safety and Health Standards (Lead)

1.2.2 Federal Standard (FED-STD):

313 Material Safety Data Sheets Preparation and Submission of

1.2.3 Steel Structures Painting Council (SSPC) Publications:

Paint-1 Shop, Field, and Maintenance Painting
Paint-3 A Guide to Safety in Paint Application
Paint-20 Zinc-Rich Primers (Type I, Inorganic, and Type II Organic)
SP 1 Solvent Cleaning
SP 2 Hand Tool Cleaning
SP 3 Power Tool Cleaning
SP 6 Commercial Blast Cleaning
SP 7 Brush-Off Blast Cleaning
SECTION 09900

PAINTING

SP 10 Near-White Blast Cleaning

VIS1 Pictorial Surface Preparation Standards for Painting Steel Surfaces, Guide to

1.3 SUBMITTALS: Submit the following.

1.3.1 Manufacturer's Instructions:

a. Paint application instructions

b. Manufacturer's material safety data sheets

Submit Manufacturer's material safety data sheets for coatings, solvents, and other potentially hazardous materials, as defined in FED-STD-313.

1.4 REGULATORY REQUIREMENTS:

1.4.1 Lead Content: Do not use coatings having a lead content over 0.06 percent by weight of nonvolatile content.

1.4.2 Chromate Content: Do not use coatings containing zinc-chromate or strontium-chromate.

1.4.3 Asbestos Content: Materials shall not contain asbestos.

1.5 DELIVERY AND STORAGE: Deliver materials in sealed, labeled containers bearing the manufacturer's name, brand designation, specification number, batch number, color, and date of manufacture. Restrict storage and mixing of materials to locations designated by the Engineer.

1.6 SAFETY METHODS: Apply coating materials using safety methods and equipment in accordance with the following:

1.6.1 Safety Methods Used During Coating Application: Comply with the requirements of SSPC Paint-3.

1.6.2 Toxic Materials: To protect personnel from overexposure to toxic materials, conform to the most stringent guidance of:
a. The chemical manufacturer when using mineral spirits, or other chemicals. Use impermeable gloves, chemical goggles or face shield, and other recommended protective clothing and equipment to avoid exposure of skin, eyes, and respiratory system. Conduct work in a manner to minimize exposure of building occupants and the general public.

b. The appropriate OSHA standard in 29 CFR 1910.1025 for surface preparation on painted surfaces containing lead, zinc-chromate, strontium-chromate, asbestos, or other toxic ingredients.

c. 29 CFR 1910.1000.

d. Threshold Limit Values (R) of the American Conference of Governmental Industrial Hygienists.

e. Manufacturer's Material Safety Data Sheets (MSDS).

1.7 ENVIRONMENTAL CONDITIONS:

1.7.1 Exterior Coatings: Do not apply coating to surfaces during foggy or rainy weather, or under the following surface temperature conditions:

   a. Less than 5 degrees F above the dew point;

   b. Below 40 degrees F (for oil-based paints), 50 degrees F (for latex paints), or over 95 degrees F, unless approved by the Engineer.

1.7.2 Interior Coatings: Apply coatings when surfaces to be painted are dry and the following surface temperatures can be maintained:

   a. Between 65 and 95 degrees F during the application of enamels and varnishes;

   b. Between 50 and 95 degrees F during the application of other coatings.
SECTION 09900

PAINTING

1.8 COLOR SELECTION: Colors of finish coats shall be as indicated or specified. Where not indicated or specified, colors shall be selected by the Engineer.

1.9 LOCATION AND SURFACE TYPE TO BE PAINTED:

1.9.1 Painting Included: Where a space or surface is indicated to be painted, include the following unless indicated otherwise.

   a. Surfaces behind portable objects and surface mounted articles readily detachable by removal of fasteners, such as screws and bolts.

   b. New factory finished surfaces that require identification or color coding and factory finished surfaces that are damaged during performance of the work.

   c. Existing coated surfaces that are damaged during performance of the work.

1.9.2 Painting Excluded: Do not paint the following unless indicated otherwise.

   a. Steel to be embedded in concrete.

   b. Copper, stainless steel, aluminum, brass, and lead except existing coated surfaces.

1.9.3 Exterior Painting: Includes new surfaces of the site work items and appurtenances. Also included are existing coated surfaces made bare by cleaning operations.

   a. Exposed columns, girders, beams, joists, and metal deck; and

   b. Other contiguous surfaces.

   c. Where a space or surface is indicated to be painted, include the following items unless indicated otherwise.

      (1) Exposed piping, conduit, and ductwork;

      (2) Supports, hangers, air grilles, and registers;

      (3) Miscellaneous metal work and insulation coverings.
PART 2 - PRODUCTS

2.1 MATERIALS: Provide as far as practical, pretreatments, primers and top coats from one coating manufacturer. Coatings shall be applied as a complete system and must be compatible with the substrate and each coating component. Coating systems shall be the manufacturer's industrial or commercial systems and are specified by generic type only. Residential coating systems shall not be permitted.

PART 3 - EXECUTION

3.1 PROTECTION OR AREAS AND SPACES: Prior to surface preparation and coating applications, remove, mask, or otherwise protect, hardware, hardware accessories, machined surfaces, radiator covers, plates, lighting fixtures, public and private property, and other such items not to be coated that are in contact with surfaces to be coated. Following completion of painting, workmen skilled in the trades involved shall reinstall removed items. Restore surfaces contaminated by coating materials, to original condition and repair damaged items.

3.2 PREPARATION OF METAL SURFACES:

3.2.1 New Ferrous Surfaces:

a. Shop-coated Surfaces and Small Areas That Contain Rust, Mill Scale and Other Foreign Substances: Solvent clean in accordance with SSPC SP 1 to remove oil and grease. Where shop coat is missing or damaged, clean according to SSPC SP 2 or SSPC SP 3.

b. Galvanized steel shall be prepared for painting in accordance with ASTM D6386.

3.3 APPLICATION:

3.3.1 Coating Application: Apply coating materials in accordance with SSPC Paint-1. SSPC Paint-1 methods are applicable to all substrates, except as modified herein. Thoroughly work coating materials into joints, crevices, and open spaces. Touch up damaged coatings before applying subsequent coats.
a. Drying Time: Allow time between coats, as recommended by the coating manufacturer, to permit thorough drying. Provide each coat in specified condition to receive the next coat.

b. Primers, and Intermediate Coats: Do not allow primers or intermediate coats to dry more than 30 days, or longer than recommended by the manufacturer, before applying subsequent coats. Follow manufacturer's recommendations for surface preparation if primers or intermediate coats are allowed to dry longer than recommended by manufacturers of subsequent coatings. Each coat shall cover the surface of the preceding coat or surface completely, and there shall be a visually perceptible difference in shades of successive coats.

c. Finished Surfaces: Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors.

3.3.2 Equipment: Apply coatings with approved brushes, approved rollers, or approved spray equipment, unless specified otherwise. Spray areas made inaccessible to brushing by items such as ducts and other equipment.

3.3.3 Thinning of Paints: Reduce paints to proper consistency by adding fresh paint, except when thinning is mandatory for the type of paint being used. Obtain written permission from the Engineer to use thinners. The written permission shall include quantities and types of thinners to use.

3.3.4 Coating Systems:

a. Systems by Substrates: Apply coatings that conform to the respective specifications listed in the following Tables:

| Table | Exterior Metal Surfaces |

b. Minimum Dry Film Thickness (DFT): Apply paints, primers, varnishes, enamels, undercoats, and other coatings to a minimum dry film thickness of 1.5 mil each coat unless specified otherwise in the Tables. Coating thickness where specified, refers to the minimum dry film thickness.
3.4 COATING SYSTEMS FOR METAL:

a. Primer: Apply specified ferrous metal primer on the same day that surface is cleaned. If flash rusting occurs, re-clean the surface prior to application of primer.

(1) Inaccessible Surfaces: Prior to erection, use two coats of the specified primer on metal surfaces that will be inaccessible after erection.

(2) Shop-primed Surfaces: Touch up exposed substrates and damaged coatings to protect from rusting prior to applying field primer.

(3) Pipes and Tubing: The semitransparent film applied to pipes and tubing at the mill is not to be considered a shop coat. Apply specified ferrous metal primer prior to application of subsequent coats.

(4) Exposed Nails, Screws, Fasteners, and Miscellaneous Ferrous Surfaces: On surfaces to be coated with water thinned coatings, spot prime exposed nails and other ferrous metal with latex primer.

b. Apply coatings of Tables I and II. "DFT" means dry film thickness in mils.

3.5 INSPECTION AND ACCEPTANCE: In addition to meeting the previously specified requirements, demonstrate the mobility of moving components, including but not limited to swinging and sliding doors, cabinets, and windows with operable sash, for inspection by the Engineer. Perform this demonstration after appropriate curing and drying times of the coatings have elapsed and prior to invoicing for final payment.

### TABLE I

<table>
<thead>
<tr>
<th>Condition</th>
<th>Preparation</th>
<th>First Coat</th>
<th>DFT</th>
<th>Second Coat</th>
<th>DFT</th>
<th>Third Coat</th>
<th>DFT</th>
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<tr>
<td>Severe</td>
<td>SSPC SP 6</td>
<td>Epoxy-Polyamide</td>
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<td>Aliphatic Polyester Polyurethane</td>
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<tr>
<td>Mild</td>
<td>SSPC SP 6</td>
<td>Alkyd-Phenolic Primer</td>
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<td>Alkyd</td>
<td>1.5</td>
<td>Alkyd</td>
<td>1.5</td>
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SECTION 09900

PAINTING

PART 4 - MEASUREMENT & PAYMENT

4.1 MEASUREMENT - PAINTING:

4.1.1 Measurement for Painting shall include the cost of all materials, equipment, labor, submittals and testing for the work indicated in this Section.

4.2 PAYMENT - PAINTING:

4.2.1 For Painting, not included in other unit or lump sum price items, payment for Painting will be made at the applicable price stated in the Bid.

END OF SECTION