CONTRACT/BID/SPECIFICATIONS

ARLINGTON WASTEWATER TREATMENT PLANT
SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT

POUGHKEEPSIE, NEW YORK

FOR THE

TOWN OF POUGHKEEPSIE

ONE OVEROCKER ROAD

POUGHKEEPSIE, NEW YORK

CONTRACT 2014-04

TOWN SUPERVISOR	TODD TANCREDI
BOARD MEMBERS	JON BAISLEY BILL CARLOS JOSEPH CONTE MIKE CIFONE STEPHAN KRAKOWER ANN SHERSHIN
TOWN CLERK	FELICIA SALVATORE
TOWN ATTORNEY	JAMES NELSON

AUGUST 2014

ADVERTISEMENT FOR BIDS

The Town of Poughkeepsie invites sealed bids for construction of the "ARLINGTON WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT Contract 2014-04" as set forth in the Bid Documents prepared by the Town of Poughkeepsie.

Sealed Bids will be received by the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 until 11 a.m. (local time) on September 22, 2014 at which time they will be publicly opened and read aloud. A bid shall be made upon and in accordance with the form of proposal included in the Bid Documents and the bid shall be submitted in a sealed envelope marked "ARLINGTON WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT Contract 2014-04 Bid Proposal for bid opening September 22, 2014".

There will be an optional site visit for bidders on Thursday, Sept 4 at 1:00 pm. Bidders shall meet at the conference room in the Administrative Building. United Water personnel will brief all bidders on plant safety rules and conduct the plant visit. Bidders are hereby put on notice that hard hats, safety glasses, and proper shoes are required (note that the basin bottom may be slippery) and will NOT be provided by United Water or the Town of Poughkeepsie.

One contract will be issued for the project, and it will include the work of several trades. The winning bidder will be required to oversee and coordinate all construction. There will be no separate contracts for separate primes (the Wicks Law).

Work proposed under this contract consists mainly of removing existing equipment and providing and installing new longitudinal FRP flight-type sludge collection equipment and FRP open pipe type scum removal equipment, and providing and installing new sludge collection screw conveyors and related equipment, and providing and installing electric drive motors and steel drive chains and manual actuators for the new equipment installed in the three rectangular secondary clarifier basins at the Arlington Wastewater Treatment Facility.

The Bid Documents may be reviewed at and obtained from the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 after August 25, 2014 and will also be available simultaneously on the Town's website. Any addenda will be similarly available. Pursuant to the provisions of General Municipal Law of the State of New York (GML) Section 102, persons desiring to take a copy of the Bid Documents may obtain them, subject to a deposit to guarantee their safe return, in the amount of $100 for each set, payable to the Town of Poughkeepsie by certified check or money order. Such deposit shall be refunded or partially refunded pursuant to the provisions of GML Section 102. There is no charge for the Bid Documents downloaded and printed from the Town's website.

Each bid shall be accompanied by an acceptable form of Bid Guarantee (a Certified Check of the bidder drawn payable to the Town of Poughkeepsie or a Bid Bond in favor of the Town of Poughkeepsie from a recognized insurance carrier) in the amount of five percent (5%) of the amount bid as a guarantee that if the Bid is accepted, the Bidder will enter into a contract with the Town of Poughkeepsie under the terms of the Bid Documents.

The Town of Poughkeepsie (the Town) reserves the right to reject any or all Bids and to waive any formality or technicality in any Bid in the interest of the Town.

Bidders are required to execute the non-collusion bidding certificate pursuant to GML Section 103-d, included in the Bid Documents,.

Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

The Town of Poughkeepsie hereby notifies all Bidders that it will affirmatively insure that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

BY ORDER OF THE TOWN BOARD
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

II
INFORMATION FOR BIDDERS, including INFORMATION ABOUT CONTRACT AWARD

1. Location and Nature of Project

The Arlington Wastewater Treatment Plant is located at 76-78 Sand Dock Road on a parcel adjacent to the Dutchess County Resource Recovery facility. The work area is in portions of the sewage treatment plant known as the Secondary Clarifiers (a bank of three rectangular basins open to the atmosphere).

This contract is for the replacement of the sludge collection and scum removal equipment in all three basins. The project is proposed as a lump sum project, where the contractor shall provide all services, materials, supervision, labor and equipment for a complete and operational project as defined in Section 12 Special Conditions.

Secondary clarifier basin #1 will be drained and cleaned for an optional site walk through. This basin will be an example of a 'typical' rebuild for the three basins to be worked upon.

Note that the secondary clarifier basin #1 will be drained one time only for bidding purposes. The bidder should make any equipment and secondary clarifier basin measurements, and become familiar with the site and site conditions including access, at the one-time, optional site review. The Owner will provide copies of the original design drawings but can provide no other information regarding the basins and the equipment that is hidden from view in the flooded basins.

2. Addenda and Interpretations

No interpretation of the meaning of the specifications or other bid documents will be made orally to any prospective bidder. Every request for such interpretation shall be made in writing, either by postal mail or email, addressed to Peter Hobday at the Town Engineering Department. In order to be given consideration, such request must be received at least five working days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the specifications or other bid documents and will be issued not later than three calendar days prior to the date fixed for the opening of bids. Addenda will be sent by certified mail with return receipt requested to those prospective bidders who pick up Bid Documents from the Town Clerk at the respective addresses furnished for such purposes. All other bidders are cautioned to regularly check the town's website for any addenda. Failure of any bidder to receive any such

addendum shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the bid documents and the contract documents and the Bidder shall be bound by such addenda, whether or not received by the Bidder.

3. **Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have read and to have become thoroughly familiar with the bid documents (including all addenda, if issued). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his bid.

Bidders are cautioned to carefully read and consider the insurance requirements detailed in the General Conditions.

4. **Conditions of Work**

Each bidder must inform himself fully of the conditions relating to the work required under this project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents and to complete the work of the contract for the consideration set forth in his bid.

Attendance at the optional site walk through is not required. However, all bidders are encouraged to visit the site at the date and time for the an optional site walk through that will be the only opportunity to see a drained clarifier basin.

5. **Sales Tax**

The Town of Poughkeepsie is exempt from the payment of Sales/Consumer Use Taxes of the State of New York and Cities and Counties of the State of New York, on all materials which are to be incorporated into the work. The bid shall exclude such taxes, but include all other taxes.

6. **Preparation of Bid**

Each bid must be prepared on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both figures and words, and the Certifications included with the bid form must be fully completed and executed and submitted simultaneously with the bid.

If mailed, the sealed envelope containing the bid shall be sent in an outer wrapper or another envelope addressed to the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, New York 12603.

Whether mailed or delivered in person, the bid shall be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted, to wit: "ARLINGTON WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT, Contract 2014-04 Bid Proposal, for bid opening September 22, 2014".

7. **Bid Security**

Each bid shall be accompanied by an acceptable form of Bid Guarantee (a Certified Check of the bidder drawn payable to the Town of Poughkeepsie or a Bid Bond on the form of bid bond attached hereto in favor of the Town of Poughkeepsie from a recognized insurance carrier) in the amount of five percent (5%) of the amount bid as a guarantee that if the Bid is accepted, the Bidder will enter into a contract with the Town of Poughkeepsie under the terms of the Bid Documents. Such bid security will be returned to all except the three lowest bidders within ten (10) days after the opening of bids. The Town will hold the low bidder's bid security, and the remaining two bidders' certified checks or bid bonds will be returned promptly after the Town and the lowest bidder have executed a contract, or, if no agreement has been made within thirty (30) days after the date of the 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.

8. **Receipt and Opening of Bids**

The Town of Poughkeepsie (the Town or Owner), invites bids on the form attached hereto, all blanks of which must be completely filled in. Bids will be received by the Town at the office of the Town Clerk until 11 o'clock a.m., local time on September 22, 2014 and then at said office publicly opened and read aloud.

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

9. **Qualifications of Bidder**

ALL BIDDERS TAKE NOTE: THIS PROJECT INCLUDES A MINIMUM CONTRACTOR EXPERIENCE REQUIREMENT, and the bidder shall include with his bid specific information on at least 6 successfully performing installations of comparable size and complexity that he has constructed in the recent past, including project name and location, and contact reference name and contact information. ANY CONTRACTOR WHO DOES NOT MEET THIS REQUIREMENT SHOULD NOT SUBMIT A BID.

After the bid opening, the Town may make such investigations as deemed necessary to determine the ability of the bidder and all of his proposed subcontractors to perform the work, and for this purpose each of the three lowest bidders shall furnish to the Town all such information and data both for himself and for all his proposed subcontractors as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder and his proposed subcontractors fails to satisfy the Town that such bidder and his proposed subcontractors is properly qualified to carry out the obligations of the Contract Documents and to deliver the items specified.

The Town will require a building permit but will not require that the work shall be done by a Town licensed contractor. However, the building permit shall include an electrical permit and the Town will require a third party electrical inspection. The building permit will be closed out with a CO, and the CO will be a condition of final payment for the project.

10. **Bid Comparison**

Bids will be compared on the basis of the lowest grand total sum of the prices which have been submitted by a qualified bidder for the project lump sum work on the bid sheet, plus any allowances and contingencies included on the bid sheet, plus unit price extensions for the items, if any, for which a unit price for the contract quantity is included on the bid sheet, plus the add alternates, if any, included on the bid sheet that the Town chooses.

To aid the Owner in understanding the bid, the Bidder may provide and include with his bid, manufacturer's information, including drawings, catalog cut sheets and technical information, etc. as needed, to describe the proposed products and their functions.

The bid shall further be accompanied by a statement of exceptions taken to any of the requirements in the scope of work defined in Section 12 Special Conditions. Conditional bids will not be accepted. The Owner reserves the right to reject as non-responsive any bid that the Owner determines does not

satisfactorily meet the scope of work requirements in Section 12 Special Conditions.

The Town reserves the right to waive any irregularities or informalities, or to reject any or all bids.

11. **Method of Award - Lowest Qualified Bidder**

It is the Town's intention to award the contract based on the lowest grand total sum as described in paragraph 10 above.

The contract award will be made to the successful bidder within 10 days of the bid opening as long as the bid amount does not exceed the amount of funds then estimated by the Town as available to finance the contract. If such lowest bid exceeds such amount available, the Town reserves the right to reject all bids.

The Town shall be entitled to receive as liquidated damages the value (certified check cash value or bid bond face value) of the Bid Security deposited with the bid if the successful bidder fails to or refuses to execute and deliver the Contract and Bonds and Insurance Certificates required within ten (10) working days after the date of the notice of award.

The Town at its option may attempt to award the contract to another bidder, or advertise for new bids.

12. **Contract Quantities**

The Town reserves the right to increase or decrease any item in the contract as it deems to be in the best interest of the Town. Changes to the contract quantities will be made with a Change Order to adjust both the contract quantity and the contract price.

13. **Performance Bond and Labor and Material Payment Bond**

Simultaneously with the executed contract, the Contractor to whom the bid is awarded shall furnish a Performance Bond and a Labor and Material Payment Bond on the forms included in the Bid Documents, or such form as may be acceptable to the Attorney to the Town. Each bond shall be in an amount equal to the full value (100%) of the amount of the contract. If acceptable to the Attorney to the Town, a binder may be submitted, and the bond shall be provided within ten (10) days after the date of signing the contract. Each bond shall be executed by the Contractor with a surety company authorized to do business in the State of New York as a surety.

The expense of the bonds shall be borne by the Contractor.

14. **Requirements of NYS Workers' Compensation Board**

Simultaneously with the executed contract, the Contractor to whom the bid is awarded shall furnish proof that he has obtained the required workers' compensation and disability benefits coverage, or that he is not required to provide such coverage.

Such proof shall be in the form of Forms C-105.2 (obtained through the Contractor's insurance carrier), DB-120.1 (Obtained through NYS statutory disabilities benefits insurance carrier or NYS licensed agent of that carrier), and Form SI-12 (Affidavit Certifying That Compensation Has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance carrier and/or the Worker's Compensation Board. Form DB-155 (Compliance with DB Law), which may be submitted by self-insured employers under the Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable of employers insured by the State Insurance Fund to submit the Fund's computer generated certificate of insurance as proof of coverage, in place of prescribed Form C-105.2. In addition, the Office of General Services has been authorized by the Board to accept the Fund's form as satisfactory proof of coverage, when entering into contracts with such employers.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

15. **Insurance Requirements**

Simultaneously with the executed contract, the Contractor to whom the bid is awarded shall furnish satisfactory (as determined by the Attorney to the Town) proof of insurance in the form of an insurance certificate. If acceptable to the Attorney to the Town, an insurance binder may be submitted, and the insurance certificate shall be provided within ten (10) days after the date of signing the contract. See General Conditions Article 9.2 for details.

16. **Notice to Proceed**

The Town will issue a Notice to Proceed upon confirmation from the Attorney to the Town that all required bonds and insurance certificates have been received, and the contract has been executed.

The Contractor shall not proceed with any work under the contract agreement for which work the Contractor is contemplating claiming reimbursement, until the Contractor has received both the Executed Contract and a Notice to Proceed from the Town.

17. **Labor Safety and Health Regulations**

The Contractor shall abide by all local, State, and Federal laws and ordinances.

18. **Time for Completion and Liquidated Damages**

The contract provides for 200 calendar days from the issuance of the Town's Notice to Proceed for Substantial Completion. The contract states the liquidated damages in the event that work is not completed within the allowed time and any authorized extensions thereof.

- END OF SECTION-

III CONTACT INFORMATION

Steve Segna, Project Manager (845) 463-3016
United Water at Town of Poughkeepsie
Wastewater Treatment Plant
78 Sand Dock Road
Poughkeepsie, New York 12603

Steve.Segna@UnitedWater.com

Peter Hobday, Assistant Town Engineer (845) 790-4747
Poughkeepsie Town Hall
1 Overocker Road
Poughkeepsie, New York 12603

phobday@townofpoughkeepsie-ny.gov

- END OF SECTION -

IV BID FORM

To: The Town Board of the Town of Poughkeepsie.

In compliance with your Notice to Contractors, published in the

_____dated _____,

the undersigned _____proposes 1 to 5:

1. To furnish all the equipment, and incidentals, and to furnish labor and do all the work required, to construct, furnish, and complete the "ARLINGTON WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT Contract 2014-04" and associated work in accordance with the prices so named in this bid in a workerlike manner, in accordance with the plans and specifications, all of which are a part of the bid and are hereto annexed.

2. To complete all the work as specified and all payment requests submitted, on which this bid is based, within 200 calendar days from the Notice to Proceed to be issued by the Town Supervisor.

3. To furnish the Town within five (5) calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, statements of qualifications for the Bidder and all proposed Subcontractors.

4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid, and within fifteen (15) calendar days from the date of acceptance of this bid to furnish, with suitable surety to be approved by the Attorney to the Town, performance and labor and material payment bonds, the amount of each of the bonds to be the full amount of the bid as it appears in this proposal. If the undersigned fails to perform any of the promises made herein, the Bid Security will be paid to the Town of Poughkeepsie as liquidated damages for such default; otherwise the Bid Security will be returned to the undersigned.

5. To comply with the Davis-Bacon Act and other federal labor standards or provisions and to pay New York State prevailing wage rates applicable to this contract.

And,

6. In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done. He/she has examined the plans and specifications for the work and the contract documents relating thereto, has read all addenda furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

7. In compliance with the Instructions to Bidders, this bid includes specific information on at least 6 successfully performing installations of comparable size and complexity that the bidder has constructed in the recent past, including project name and location, and contact reference name and contact information.

8. In compliance with the Instructions to Bidders, this bid includes, if applicable, a statement of exceptions taken to any of the requirements in the scope of work defined in Section 12 Special Conditions. The bidder understands that conditional bids will not be accepted.

8. ADDENDA:

Receipt of the following addenda (if any) is hereby acknowledged:

	DATE	SIGNATURE
ADDENDUM NO. 1	_____	_____
ADDENDUM NO. 2	_____	_____
ADDENDUM NO. 3	_____	_____

Accordingly, the bidder proposes to perform the work required for the Base Bid in accordance with the Contract Documents for the sum of:

_____ $_____
(in writing) (and figures)

Dated: _____, 2014

SIGN BID HERE _____
Authorized Signature Title

_____
Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

- END OF SECTION-

V BID SHEET

ARLINGTON WASTEWATER TREATMENT PLANT
SECONDARY CLARIFIER EQUIPMENT REPLACEMENT
CONTRACT NO. 2014-04
TOWN OF POUGHKEEPSIE

ITEM NO. / DESCRIPTION	EST QTY.	PAY-MENT UNIT	BASE BID LUMP SUM PRICE		TOTAL PRICE BID
			WRITTEN AMOUNT	IN FIGURES	
001 – Design, Provide and Construct replacement: longitudinal flight type sludge collection equipment, scum removal equipment, and sludge collection screw equipment along with all related equipment for three existing clarifier basins; with no more than one basin out of service at any time, as described and specified in the bid documents	1	Lump Sum			
002 – Contract Contingency Allowance	----------	----------	----------	----------	$25,000.00

- END OF SECTION-

VI CERTIFICATION OF NON-COLLUSION BY BIDDER

The undersigned represents that pursuant to Sections 103-a and 103-b of the General Municipal Law of the State of New York, no person referred to in the attached proposal who is the bidder or who is or was a member, partner, director or officer of the bidding firm or entity under this proposal has refused to sign a waiver of immunity or to answer any relevant questions relating to any transaction or contract with the State of New York, any political subdivision thereof, or any public authority, during the period of five years prior to the date hereof. The undersigned agrees that any contract awarded as a result of this bid may be canceled without penalty upon the grounds set forth in Sections 103-a and 103-b of the said General Municipal Law of the State of New York. The names and addresses of all persons and parties interested in the foregoing bid are as follows:

_____

_____

_____

_____

_____

By submission of this bid, the 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 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.

A bid shall not be considered for award nor shall any award be made where 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 l, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award 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.

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 subparagraph one.

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 this 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.

Signed _____

Printed Name _____

- END OF SECTION-

VII BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS: that

*_____

as Principal; and

**_____

as Surety,
are hereby held and firmly bound unto the Town Board, Town of Poughkeepsie, New York in the amount of:

_____ Dollars ($_____)
for the payment whereof Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____ 2014.

WHEREAS,
The condition of the above obligation is such that, whereas the Principal has submitted to the Town Board a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the ARLINGTON WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT, Contract 2014-04 in the Town of Poughkeepsie, New York, as shown and specified in the contract, plans and specifications.

NOW THEREFORE,
(a) If said Bid shall be rejected,
or in the alternate
(b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract Agreement in the form attached hereto (properly completed in accordance with said Bid) and furnish such performance bond and labor and material payment bond as required,
then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

*Insert Bidder's Name
**Insert Surety's Name

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal of Principal if a Corporation)

_____
PRINCIPAL

_____

By: _____

(Corporate Seal of Surety Co.)

_____
(Corporation/Partnership/Individual) name printed

_____
(Officer's/Partner's/Individual's) signature

_____
(Officer's/Partner's/Individual's) name printed

STATE of _____)

ss:

COUNTY of _____)

On this _____day of _____, 2014

before me personally came _____
to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

_____

Notary Public, County

No. _____ Term Expires_____

- END OF SECTION-

VIII CONTRACT AGREEMENT

(for bidding information only)

TOWN BOARD

TOWN OF POUGHKEEPSIE, NEW YORK

THIS AGREEMENT, made and executed this _____ day of _____ in the year Two Thousand and Fourteen, by and between the Town Board, Town

of Poughkeepsie and _____, Contractor,

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Town, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Town Board, Town of Poughkeepsie, New York agrees to pay and the Contractor agrees to accept (unless modified pursuant to the terms set forth in the General Conditions attached hereto) a total, final and fixed Contract Price of:

_____($_____)

for the ARLINGTON WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT, Contract 2014-04.

The Contractor will furnish all labor and materials necessary for the engineering design and the construction of secondary clarifier equipment replacement as noted herein.

Included in this Contract are the engineering design and all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurance, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a worker like job, complete in every respect and detail, left ready and in perfect condition for the Owner's use, as called for in the Special Conditions.

The Contractor acknowledges that a delay in the completion of the project may result in additional expenses to the Town and agrees, in the event he/she fails to complete the design and construction within the time period as specified hereafter to reimburse the Town in the form of liquidated damages in the amount of $500 per calendar day unless said project time period is extended by mutual agreement in written form by both parties hereto.

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she has read and is aware, cognizant, and knowledgeable of the contents of all bid documents and the contract documents and he/she agrees to abide by and be bound by their contents and by all applicable federal, State and local laws, ordinances and statutes.

The Contractor agrees to defend, indemnify and hold harmless the Owner for any actions arising from injuries to the Contractor's employees, even if caused in whole or in part by Owner's negligence.

The Contractor agrees to complete all work as described and specified within one hundred eighty (180) days from the starting date specified in the Town's Notice to Proceed, unless the completion date is extended pursuant to Town Board approval.

(Corporate Seal if applicable)

_____

(Corporation/Partnership/Individual) name printed

_____

(Officer's/Partner's/Individual's) signature

_____

(Officer's/Partner's/Individual's) name printed

STATE of _____)

ss:

COUNTY of _____)

On this _____ day of _____, 2014,

before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

_____

Notary Public, County

No. _____ Term Expires_____

Town Board, Town of Poughkeepsie (Owner)

Attest By: _____

Signature Printed Name

_____

Title (printed)

- END OF SECTION-

IX PERFORMANCE BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS: that

_____

(Contractor) (Address)

as Principal, hereinafter called Contractor, and

_____

(Surety) (Address)

as Surety, hereinafter called Surety, are held and firmly bound unto the Town Board, Town of Poughkeepsie, New York, as Obligee, hereinafter called Owner, in the amount of

_____ Dollars ($ _____)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____, entered into a Contract with Owner for the ARLINGTON WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER BASINS EQUIPMENT REPLACEMENT, Contract 2014-04 in accordance with plans and specifications which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and hold harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default by (1) Completing the Contract in accordance with its terms and conditions, or (2) Obtaining a bid or bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion

less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person, corporation or entity other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,

each one of which shall be deemed an original, this _____ day of _____, 20____.

(Corporate Seal if applicable)

_____
(Officer's/Partner's/Individual's) signature

_____
(Officer's/Partner's/Individual's) name printed

_____
(Corporation/Partnership/Individual) name printed (Principal)

(Corporate Seal if applicable)

_____
(Officer's/Partner's/Individual's) signature

_____
(Officer's/Partner's/Individual's) name printed

_____
(Corporation/Partnership/Individual) name printed (Surety)

STATE of _____)
ss:
COUNTY of _____)

On this _____ day of _____, 20____.

before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

_____

Notary Public, County
No. _____ Term Expires_____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership all partners should execute the bond.

Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney. All bonds shall be in a form acceptable in all respects to the Owner's attorney and shall be approved by the Owner's attorney.

- END OF SECTION -

X LABOR AND MATERIAL PAYMENT BOND FORM

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (EXPRESS IN WORDS AND FIGURES)

CONTRACT NUMBER DATE OF CONTRACT

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the Town of Poughkeepsie, hereafter called the Town, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors and assigns jointly and severally firmly by these presents.

WHEREAS, the Principal entered into a certain contract with the Town numbered and dated as shown above and hereto attached;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(a) A claimant is defined as having direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

(b) The above named Principal and Surety hereby jointly and severally agree with the Town that every claimant as herein defined, who has not been paid in full, in accordance with the terms of the contract, before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon.

The Town shall not be liable for the payment of any costs or expenses of any such suit.

(c) No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Town, or the Surety above named, within one hundred eighty (180) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was performed. Such notice shall be served by mailing the same, registered or certified mail, return receipt requested, postage prepaid, in an envelope addressed to the Principal or Surety, at any place where an office is regularly maintained by them for the transaction of business, and to the Town addressed to the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 or served in any manner in which legal process may be served in the State of New York.

2. Other than in a state court of component jurisdiction held in and for the Town of Poughkeepsie or in the United States District Court Southern District of New York and not elsewhere.

WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Presence of:	WITNESS	INDIVIDUAL/ PRINCIPAL
_____	as to	_____(SEAL)
_____	as to	_____(SEAL)
_____	as to	_____(SEAL)
_____	as to	_____(SEAL)

_____

Attest:

Corporate Principal

_____
Business Address

_____
By

_____ Affix Corporate Seal
Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the_____ secretary of the corporation named as principal in the within bond; that _____who signed the said bond on behalf of the principal, was then the_____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation of its governing body.

_____ (Corporate Seal)

- END OF SECTION -

XI GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

1.1 WORDS AND EXPRESSIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

* "Act of God" shall mean an act, event, happening, or occurrence, and disaster and effect due to natural causes and inevitable accident, or disaster; a natural and inevitable necessity which implies entire exclusion of all human agency which operates without interference or aid from man and which results from natural causes and is in no sense attributable to human agency.

* "Addendum" or "Addenda" shall mean the additional contract provisions issued in writing by the Engineer prior to the receipt of bids.

* "Certificate of Completion" shall mean a letter or notice signed by the Owner after the Engineer has determined that no further work is to be done.

* "Certificate of Substantial Completion" shall mean a letter or notice signed by the Engineer when the work or a designated portion thereof is sufficiently complete that the Owner may occupy or use the work for the use for which it is intended.

* "Change Order" shall mean the fully executed written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.

* "Change Order" shall mean a written order to the Contractor executed by the Owner and the Engineer after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof:

* "Contract" or "Contract Documents" shall mean each of the various parts of the contract listed below, both as a whole and severally.

* Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this contract:

    1. Contract Agreement
    2. Performance Bond
    3. General Conditions for Contract
    4. Special Conditions for Contract

5. Detail Specifications
6. Drawings
7. All Addenda
8. All provisions required by law to be inserted in this contract whether actually inserted or not
9. Change Orders

* "Contractor" shall mean the person, partnership, firm or corporation with whom the Owner has executed the Contract Agreement.

* "Contract Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor by any one or more parts of the Contract defined herein, except extra work as defined herein.

* "Engineer" shall mean the consulting engineer for the Town as designated and duly appointed by the Town, directed or assigned by them to this Contract, with the powers and duties as stated in the contract documents.

* "Extra Work" shall mean work other than that required either expressly or implicitly by the contract in its present form. It may include work in areas designated on the plans as areas of future work, or in areas within the contract limits or adjacent thereto. Extra work shall be authorized by a change order.

* "Final Acceptance" shall mean acceptance of the work by the Owner as evidenced by his signature upon the final Certificate of Completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to said Certificate of Completion.

* "Inspector" shall mean an authorized representative of the Owner assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

* "Owner" shall mean the party of the first part hereto, the Town, the Supervisor, or any other person designated by them to act on their behalf.

* "Plans" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any addendum.

* "Project" shall mean the entire improvement to which this contract relates.

* "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

* "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated as such.

* "Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes, labor, materials or labor and equipment at the site.

* "Surety" shall mean any person, firm or corporation that has executed as surety, and bond or bonds required to be executed by the Contractor as they relate to the provisions of the Contract.

* "Town Attorney" (owner's attorney) shall mean the attorney for the Town Board, Town of Poughkeepsie, New York as designated and duly appointed by that Board, directed or assigned by them to this contract, with the powers and duties established by the Town Board.

* "The Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the contract and shall include both contract work and extra work.

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

ARTICLE 2: ROLES AND RESPONSIBILITIES

2.1 THE CONTRACTOR

The Contractor shall supervise, direct and perform the work in accordance with the true intent and meaning of the contract documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Engineer. The Contractor shall be responsible for the entire work until completed and accepted by the Owner.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Such approval, or the Engineer's failure to exercise his right to reject, shall not create a cause of action for damages.

The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or an extension of time.

The Contractor is put on notice that the Owner does not guarantee that all pipes, ducts, utilities and other underground structures are shown on the plans, and that the information given is intended only as a guide to the Contractor. The Contractor shall not claim damages and shall not be entitled to payment because of any omission or faulty location on the plans of any pipes, ducts, utilities or other underground structures. The Contractor shall call 811 as required by law before performing any ground disturbance on the site.

The Contractor shall do all work and pay all costs of cutting, protecting, supporting, maintaining, relocating and restoring all surface, subsurface or overhead structures, and all other property, including pipes, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of the work (except such which by law, franchise, permit contract, consent or agreement the owner thereof is required to protect, support, maintain, relocate or restore), repairing the same if damaged and restoring to their original conditions all areas disturbed. He shall not claim or be entitled to any damages for delay or otherwise by reason of such required work, and he hereby assumes all risks in connection therewith.

2.2 THE OWNER

The Owner, in addition to those matters expressly made subject to its determination, direction or approval in this contract, shall have the power:

(1) To determine finally any and all questions in relation to this contract and its performance, which determination shall be final and conclusive upon the Contractor;

(2) To modify or change this contract so as to require the performance of extra work, or the omission of contract work, or both, whenever it deems it in the public interest to do so;

(3) To suspend the whole or any part of the work or terminate the entire project whenever, in its judgment, such suspension or termination is required

(a) in the interest of the Owner generally, or

(b) to coordinate the work of the various Contractors engaged in this project, or

(c) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Engineer, delayed by such suspension;

(4) If before the final completion of all the work contemplated herein, it shall be deemed necessary by the Owner to take over, use, occupy or operate any part of the completed or partly completed work, the Owner shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the Owner after receipt of notice in writing from the Board Director that such or part thereof will be used by the Owner on and after the date specified in such notice.

2.3 ENGINEER'S AUTHORITY

(1) The Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power, subject to review by the Owner:

(a) To inspect the performance of the work;

(b) To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder;

(c) To determine all questions in relation to the work, to interpret the drawings, specifications, and addenda;

(d) To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the Owner or to the Contractor of the work to be done under the contract;

(e) To amplify the plans, add explanatory information and furnish additional specifications and drawings consistent with the intent of the contract documents.

(f) To determine how the work of this contract shall be coordinated with the work of other Contractors engaged simultaneously on this project, including the power to suspend any part of the work.

(2) The foregoing enumeration shall not imply any limitation upon the power of the Engineer, for it is the intent of this contract that all of the work shall be subject to his determination and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein. All orders of the Engineer requiring the Contractor to perform work as contract work shall be promptly obeyed by the Contractor.

(3) The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

(4) The Engineer shall promptly make decisions relating to interpretation of the plans and specifications.

ARTICLE 3: INTERPRETATION OF CONTRACT DOCUMENTS

3.1 CONFLICTING PLANS AND SPECIFICATIONS

The plans and specifications are intended to complement each other and any detail or item shown on one, but not the other, shall be assumed to be shown on both and shall be binding as if called for by all. While the plans and specifications are assumed to be complete in all major items and details, it is also assumed that the Contractor is competent and expert in his field; therefore, no effort has been made to show or to specify each and every detail or item required for a complete installation.

In the case of conflicting information within the plans and specifications as to the type of materials or workmanship to be provided, the Contractor shall accept the decision of the Engineer as to which was intended or which is in the best interest of the Owner.

In the event that any provision in any of the following parts of this Contract conflicts with any provision in any other of the following parts, the provision in the part first enumerated below shall govern over any other part which follows numerically, except as may be otherwise specifically stated. Said parts are the following:

1. Addenda
2. Special Conditions for Contract
3. General Conditions for Contract
4. Detail Specifications
5. Contract Drawings

The Contractor shall verify field conditions, including measurements and other conditions, before the start of construction. Any errors, inconsistencies or omissions shall be brought to the Engineer's attention for resolution.

3.2 SHOP DRAWINGS

Where the nature of the work of the Contract makes it necessary, or where so required by the Engineer, the Contractor shall submit scale and full size shop drawings of the work for review by the Engineer. The shop drawings shall be complete in every detail and show any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes.

The Contractor shall thoroughly check all shop drawings of the various trades for measurements, sizes of members, materials and details to make sure that they conform to the intent of the plans and specifications and for any and all other contract requirements. Drawings found to be inaccurate or otherwise in error shall be made correct. Shop drawings prepared by or under the direction of the Contractor shall be checked for accuracy and contract requirements by the Contractor before being forwarded to the Engineer. Shop drawings not so checked and noted will be returned to the Contractor without being examined by the Engineer. All measurements shall be verified at the building and/or structures.

Shop drawings shall be either catalog cuts or drawings showing construction details. The details required will vary but should include dimensions, sizes, type of material, finish, fabrication notes, special care or handling requirements, supplier or vendor name, contract, item number, name of company supplying drawing, date, revision and other information to identify and evaluate the item described.

The Engineer shall promptly review submitted shop drawings as an aid to the Contractor but review of drawings by the Engineer shall not relieve the Contractor of his responsibility for the proper performance of the work without additional cost to the Owner, whether or not the work was installed in accordance with drawings reviewed by the Engineer. Shop drawings will be reviewed for design and general arrangement only.

Seven (7) sets of shop drawings shall be submitted. Four (4) sets will be returned to the Contractor. One (1) set of shop drawings shall be submitted with the final as-built drawings.

3.3 MATERIALS

All materials, equipment, and articles (products) which are specified by brand name (i.e., manufacturer's or supplier's name or trade name and catalog or model number or name) shall be deemed to have the words "or equal" inserted in each instance. The intent is not to limit competition but to establish a standard of quality which the Engineer

has determined is necessary. The Engineer may establish criteria for product approval and shall determine whether a proposed alternate product is to be approved.

The Contractor may use any product equal to that named in the contract documents provided 1) that the Contractor has given timely notice of his intent (in accordance with the submittal and scheduling requirements of this contract) and 2) that the Engineer approves the proposed alternate.

Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments necessary to accommodate the option he selects. Items offered by some manufacturers or suppliers may require changes in the contract plans or drawings. The Contractor shall bear the cost and expense of preparing and providing detailed drawings showing all changes, if any, from details shown in the contract documents, for structures, pipes, seals, controls or other devices required to insure a complete, satisfactory and operating installation. Such detailed drawings shall be subject to the Engineer's approval as to conformance with the over-all project requirements.

The Contractor shall have the burden of proving at his own cost and expense, to the satisfaction of the Engineer, that the proposed product is equal to that named in the contract documents. The Contractor shall supply the product named 1) if the Engineer determines that the Contractor's proposed product is not equal to the product named in the contract documents or 2) if the Contractor fails to comply with the provisions of this article. The Contractor shall have and make no claim for the extension of time or for damages because 1) the Engineer requires a reasonable period of time to consider a product proposed by the Contractor or 2) because the Engineer does not approve the Contractor's proposed product.

The Contractor shall supply the product named 1) if the Engineer determines that the Contractor's proposed product is not equal to the product named in the contract documents or 2) if the Contractor fails to comply with the provisions of this article. The Contractor shall have and make no claim for the extension of time or for damages because 1) the Engineer requires a reasonable period of time to consider a product proposed by the Contractor or 2) because the Engineer does not approve the Contractor's proposed product.

All materials, equipment and articles (products) incorporated into the permanent work, which will become the property of the Owner, shall be new unless specifically stated or shown otherwise in the contract documents. The word "new" shall not operate to exclude recycled raw materials used in the manufacture of previously unused, i.e. new, materials, equipment and articles (products) for this contract, provided that such items comply with all other contract requirements.

3.4 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and include the cost thereof in his bid. He shall defend all suits or claims for infringement of any patent rights and shall save harmless the Owner from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified and the Contractor properly acquires all royalties and license fees at no additional cost to the Owner.

ARTICLE 4: PERFORMANCE OF THE CONTRACT

4.1 RESPONSIBILITY FOR DAMAGE

The Contractor shall faithfully perform and complete all of the work required by the Contract, and has full responsibility for the following risks:

(1) Loss or damage, direct or indirect, to the work including the building or structure in which the work is being performed, or any other construction in progress whether being performed by any other Contractor or the Owner, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Engineer under this contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the work covered by the Contract has been finally accepted. In the event of such loss or damage, the Contractor shall forthwith repair, replace, and make good any such loss or damage at the direction of the Engineer without additional cost to the Owner.

(2) Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

(3) The Contractor shall not be responsible for damages resulting from willful acts of Owner's employees or from negligence resulting solely from acts or omissions of the Owner, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this article.

(4) The Contractor shall indemnify and save harmless the Owner, its officers, employees and agents, from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the Owner may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Owner. The Contractor's obligations under this paragraph shall not be deemed

waived by the failure of the Owner to retain the whole or any party of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractor or the Owner.

(5) The Contractor shall provide written notice to the Engineer within three (3) business days of any loss, damage or injury arising out of the Contractor's performance of the Contract.

(6) No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Town, for, on account of, or by reason of anything done, or omitted to be done, in connection with this contract.

4.2 CLAIM FOR DAMAGES BY CONTRACTOR

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work by reason of any act or omission of the Owner, its agents or of any persons, he shall, within five (5) days after sustaining such damage, make and deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the Owner. If on or before the fifteenth of the month succeeding that in which any damage is alleged to have been sustained, the Contractor shall fail to make and deliver to the Engineer an itemized, verified statement of the details and amount of such damages claimed, it is hereby stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

4.3 DISPUTES

The Contractor specifically agrees to submit in writing, in the first instance, any dispute relating to the performance of this Contract to the Engineer, who shall reduce his decision to writing and furnish a copy thereof to the Contractor. The Contractor must request such decision in writing no more than fifteen days after he knew or ought to have known of the facts which are the basis of the dispute.

The decision of the Engineer shall be final and conclusive unless within twenty days from the date of receipt of such copy the Contractor serves upon the Board a written appeal. Upon appeal, the decision of the Board or its duly authorized representative shall be final and conclusive unless the decision is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal.

Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract, including the work being disputed, in

accordance with the Engineer's decision. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

4.4 COORDINATION OF SEPARATE CONTRACTORS

The Owner may award other contracts related to the work. In that event, the Contractor shall coordinate his work with the work of other Contractors in such manner as the Owner may direct. Each Contractor shall control and coordinate the work of his Subcontractors, if any. The Owner shall approve or require the modification of the work schedules of all Contractors to the end that the project may be progressed as expeditiously as the case permits.

If any part of the work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the Engineer any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of the work of this contract.

The Owner shall issue appropriate directions and take such other measures to coordinate and progress the work as may be reserved to the Owner in the contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take. However, the Owner shall not be liable for mere errors in judgments as to the best course of action to adopt among the alternatives available in any given instance.

The award of more than one contract for the project requires sequential or otherwise interrelated Contractor operations, and may involve inherent delays in the progress of any individual Contractor's work. Accordingly, the Owner cannot guarantee the unimpeded operations of any Contractor. The Contractor acknowledges these conditions, and understands that he shall bear the risk of all ordinary delays caused by the presence or operations of other Contractors engaged upon the project, and ordinary delays attendant upon any Owner approved construction schedule.

The Owner shall not be liable for ordinary delays in any case nor for extraordinary delays which occur by reason of any Contractor's failure to comply with directions of the Owner, or because of the neglect, failure of inability of any Contractor to perform his work efficiently, or the failure of a supplier to supply or a Subcontractor to perform.

Any claim for extraordinary delay caused by an allegedly unreasonable or arbitrary act, or failure to act, by the Owner in the exercise of its responsibility for supervision and coordination of the work, shall be waived, released, and discharged unless the Contractor whose work is impeded or delayed thereby, shall give notice in writing to the Board as promptly as possible and in sufficient time to permit the Board to investigate and formulate appropriate instructions.

The neglect or refusal of a Contractor to comply with directions issued by the Owner pursuant to its responsibility for supervision of the work shall constitute a failure to progress the work diligently in accordance with Contract requirements and shall justify withholding payments otherwise due, or termination of the Contract.

The Contractor shall indemnify the Owner for damages recovered against the Owner by another Contractor to the extent that any such claim or judgment is the proximate result of the Contractor's failure to progress the work in accordance with Contract requirements.

4.5 CONTRACTOR'S SUPERVISION

The Contractor shall designate, in writing, a competent supervisor for the work to represent the Contractor at the site at all times with authority to act for him and who can communicate effectively with the Owner's representative. All directions given the Contractor's representative shall be as binding as if given to the Contractor. The work may be suspended by the Engineer in whole or in part, if the Contractor has no such representative on site. The representative shall keep on site copies of the plans and specifications and shall have full authority to supply material and labor as required.

Should the Engineer deem any employees of the Contractor incompetent or negligent, or otherwise not qualified by reason of experience, or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the work.

4.6 PERMITS AND COMPLIANCE

The Contractor shall obtain, maintain and pay for all other permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work at no additional cost to the Owner.

4.7 BOUNDARIES

The Contractor and all Subcontractors shall confine their equipment, apparatus, and the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Engineer. The Contractor shall be responsible for setting all grades, elevations and horizontal and vertical alignment required to layout all work called for on the plans and drawings.

4.8 REFUSE AND DEBRIS

The Contractor shall at all times keep the refuse and debris at the job site to a minimum, and at the completion of the contract shall remove all debris, waste and rubbish, tools, equipment, surplus supplies and materials, temporary structures, etc, and leave all areas "broom" or "rake" clean. The interiors of buildings shall be cleaned as stated in the Specifications and General Conditions.

4.9 SUBCONTRACTORS AND SUPPLIERS

Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Engineer in writing the name of each proposed Subcontractor and supplier and obtain the Engineer's written consent to such Subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor and supplier by the Engineer without causing delay in the work of the Project.

The Contractor's use of Subcontractors and suppliers shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. The Contractor shall control and coordinate the work of his Subcontractors.

The Contractor shall be responsible for informing his Subcontractors and suppliers of all the terms, conditions and requirements of the contract documents.

In making payment to his Subcontractors, the Contractor shall comply with the provisions of New York State General Municipal Law § 106.b. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

4.10 CONTRACTOR'S WORK REQUIREMENTS

The Contractor shall do all the work and furnish at his own cost and expense, all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurance, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workmanlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use.

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all Federal, State and local laws, codes, ordinances and statues as may be in effect at the time of bidding.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications which may be in excess of the requirements mentioned herein.

ARTICLE 5: CHANGE IN THE WORK

5.1 PROCEDURE

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. No written or oral instructions shall be construed as directing a change in the work unless in the form of a change order signed by the Owner and the Contractor. All change order work shall be executed in conformity with the terms and conditions of the contract documents unless otherwise provided in the change order.

The change order shall describe or enumerate the work to be performed or other changes that alter, add to or deduct from the contract work. The change order shall adjust the contract quantities and sum accordingly, and if applicable, state any change in the time for completion of the contract. If the Contractor disagrees with any element of the change order, he shall indicate his disagreement in writing on the face of the change order and nevertheless promptly proceed in accordance with the change order. If the Contractor disputes any item of the change order, he shall comply with Article 4.3.

> If the Contractor is directed to perform work for which he believes he is entitled to a change order, he shall give the Engineer prompt written notice and await instructions before proceeding to execute such work. The Engineer may order the Contractor to execute the work as contract work. If the Contractor disputes this decision, he shall give notice pursuant to the dispute provisions of Article 4.3.
>
> If the Contractor encounters a situation or work for which he believes he is entitled to a change order, he shall give the Engineer or inspector notice by telephone or in person within one business day and shall await instructions before proceeding.

The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approvals are required by the Owner, the Engineer, and the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

5.2 CHANGE IN CONTRACT PRICE

Any change in the Contract Price resulting from a Change Order shall be determined by one the following methods:

(1) By mutual agreement between the Owner and the Contractor as evidenced by the change in the Contract Price as set forth in the Change Order; or

(2) By mutual agreement between the Owner and the Contractor as evidenced by the change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and the Contractor's execution of the Change Order; or

(3) If the extent or cost of the work is not determinable until after the change in the work is performed, the change order shall specify the method for determining the cost and extent of the change in the work when completed.

5.3 VALUE OF CHANGE ORDER

The value of a change order shall be determined by one of the following methods.

(1) By lump sum or unit prices negotiated or established based on estimated cost plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including administration, overhead, superintendent, materials used in temporary structures and allowances made by the Contractor to the Subcontractors.

(2) If no unit prices are set forth and if the parties cannot agree upon a lump sum, then by the sum of (a) and (b) below.

(a) The actual and reasonable net cost in money to the Contractor of the materials and of the wages of applied labor required for such extra work (including net premium for workers' compensation insurance, contributions pursuant to the State Unemployment Insurance Law, and withholding taxes pursuant to the Federal Social Security Act) , plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including administration, overhead, superintendent, materials used in temporary structures and allowances made by the Contractor to the Subcontractors.

(b) The actual and reasonable net cost in money to the Contractor of any equipment rental (based upon actual rental receipts or the Kelly Blue Book as applicable), plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including fuel usage.

(c) The Contractor shall, upon request, furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of extra work.

ARTICLE 6: TIME OF COMMENCEMENT, COMPLETION AND TERMINATION FOR CAUSE

6.1 TIME OF COMMENCEMENT AND COMPLETION

(1) The Contractor must commence work on the day specified therefore in a Notice to Proceed signed by the Owner. Since TIME IS OF THE ESSENCE in this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion in accordance with the requirements of the Contract Documents not later than the specified date therefore, or on the date to which the time for completion may be extended.

(2) Unless the date for completion is extended pursuant to the provisions of Section 6.2 below, the Contractor shall complete the work within the time allotted as stated in the Contract Agreement. The Engineer shall be the sole judge as to whether the work hereunder has been completed within the time stipulated.

6.2 EXTENSION OF TIME

The Contractor is put on notice that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Engineer. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Engineer within five (5) days after the start of the alleged delay. If the Engineer should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however, the Engineer should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his Subcontractors or suppliers, the Engineer may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.

If the Owner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the Owner's fiscal officer may be permitted to make payment to the Contractor for work performed beyond the completion date, the Owner will grant an extension of time

necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the moneys which may become due hereunder.

In the event of delay for cause, the Contractor's sole remedy shall be the extension of time granted as hereinabove provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

Time necessary for review by the Engineer of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

6.3 LIQUIDATED DAMAGES UPON FAILURE TO COMPLETE IN TIME

The Contractor is put on notice that *TIME IS OF THE ESSENCE* in this Contract and that there will be, on the part of the Town, considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Notice to Proceed or within the time to which such completion may have been extended. However, it is impossible to determine with reasonable accuracy the precise amount of damage to the Town upon the Contractor's failure to complete the project as specified herein.

The amount stated in the Contract Agreement is hereby stipulated as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore. The amount stated shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Owner because of the said delay.

The stated sum per day for each day shall be deducted and retained out of the monies which may become due hereunder.

If the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable as liquidated damages.

Additionally, if the Contractor fails to achieve final completion within 30 days after the date of Substantial Completion, the Contractor shall pay the Owner the amount stated in the Contract Agreement as the liquidated damages for each and every calendar day of unexcused delay in achieving final completion beyond 30 days after the date of Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, as estimated at or before the time of executing the Contract.

6.4 TERMINATION FOR CAUSE

If in the judgment of the Owner, the Contractor fails or refuses to prosecute the work in accordance with the Contract, or is failing to complete the work within the time provided by the Contract, the Owner may terminate the Contract by written notice. In such event, the Owner shall order the surety to complete the work. If the surety fails or refuses to complete the work in accordance with the contract provisions, including time of completion, the Owner may take over the work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the work, such of the Contractor's plant, materials, equipment, tools and supplies as may be on the site of the work. Whether or not the right to terminate is exercised, the Contractor and his surety shall be liable for any damage to the Owner resulting from his failure or refusal to complete the work in accordance with the Contract or his failure to complete the work within the time provided by the Contract.

If the Owner terminates the Contract, damages shall consist of liquidated damages, if any, until the work is physically completed, plus any increased costs occasioned the Owner in completing the work.

If the Owner does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the work is physically completed.

The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Board in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such Subcontractors or suppliers, and

(2) The Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from when the Contractor knew or ought to have known of any such delay.

The Engineer will ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive.

If after notice of termination of the Contract, it is determined for any reason that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract; provided that damages for delay incurred by the Contractor shall be as specified in this Article, Section 6.3.

6.5 TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE OWNER

The Owner may terminate this Contract whenever in its judgment the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The Owner shall pay the Contractor the sum of:

(1) the costs actually incurred up to the effective date of such termination, plus

(2) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor prior to the effective date of the notice of termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under (1) above.

(3) the rate of profit and overhead on (1) and (2) as prescribed by this Contract for change orders, provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been competed, no profit shall be included or allowed under this paragraph (3) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

In no event shall the Contractor's compensation exceed the total Contract amount.

The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred, but progress payments shall be offset against any payment which the Owner makes to the Contractor as a result of such termination.

6.6 CONTRACTOR'S DEFAULT

The Contractor shall be declared in default if any of the following occur:

(1) if the Contractor fails to begin work when notified to do so by the Owner, or

(2) if the Contractor becomes insolvent, or

(3) if a petition of bankruptcy is filed by or against the Contractor, or

(4) if the work to be done under this contract shall be abandoned, or

(5) if this contract or any part thereof shall be subcontracted without the consent of the Owner being first obtained in writing, or

(6) if this contract or any right, moneys or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or

(7) if, at any time, the Engineer shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or

(8) that the work or any part thereof is unnecessarily or unreasonably delayed, or

(9) that the Contractor is not or has not been executing the contract in good faith, or

(10) that the Contractor is violating any of the provisions of this contract;

The Owner, without prejudice to any other rights or remedy of said Owner, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof. Upon receipt of the notice, the Contractor shall immediately discontinue all further operations on the work or such portion thereof, leaving untouched all plant, materials, equipment, tools and supplies.

6.7 SUSPENSION OF WORK

The Engineer may order the Contractor, in writing, to suspend, delay, or interrupt performance of all or any part of the work for a reasonable period of time as he, in his sole discretion, may determine. The order shall contain the reason or reasons for issuance which may include but shall not be limited to the following: latent field conditions, substantial program revisions, civil unrest, acts of God, failure to have a supervisor on site.

Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the work as ordered and take immediate affirmative measures to protect such work from loss or damage.

The Contractor is put on notice that a suspension, interruption or delay of the performance of the work pursuant to this article shall not increase the cost to the Owner for performance of the work of this Contract.

A suspension order issued by the Engineer pursuant to this article shall have a duration not to exceed thirty (30) calendar days. If the Contractor is not directed to resume performance of the work affected by said suspension order prior to the expiration of thirty (30) calendar days, the Contract shall be automatically terminated for the convenience of the Owner and the Contractor shall be reimbursed in accordance with the payment schedule.

6.7 TERMINATION BY THE CONTRACTOR

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Engineer. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Section 6.5 above.

ARTICLE 7: INSPECTION AND ACCEPTANCE

7.1 INSPECTION

The Engineer or the Owner's representative will inspect and test the work at reasonable times at the site, unless the Engineer determines to make an inspection or test at the place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damages to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Engineer to reject the completed work.

7.2 CONTRACTOR'S OBLIGATION TO CORRECT DEFECTIVE WORK

The Contractor shall, without charge, promptly correct any work which the Engineer finds does not conform to the contract documents, unless in the public interest the Owner consents to accept such work with an appropriate adjustment in the Contract sum. The Contractor shall promptly remove rejected material from the premises.

If the Contractor does not promptly correct rejected work including the work of other Contractors destroyed or damaged by removal, replacement, or correction, the Owner may:

(1) correct such work and charge the cost thereof to the Contractor; or

(2) terminate the Contract in accordance with the section on termination in the General Conditions.

The Contractor shall furnish promptly and without additional charge all facilities, labor and material reasonably needed to perform in a safe and convenient manner such inspections and tests as the Engineer requires.

The Contractor shall promptly correct work rejected by the Engineer or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

7.3 PROGRESS REPORTS

The Contractor shall keep the Engineer informed of the progress of his work and particularly when he intends to cover work not yet inspected or tested. When the work is not progressed continuously, except for weekends and holidays, the Contractor shall notify the Engineer again each time before resuming work. Twenty-four hours notice shall be given. All inspection and tests by the Engineer shall be performed in a manner not to unreasonably delay the work. The Contractor shall be charged with any additional cost of inspection when the work is not ready for inspection by the Engineer at the time stated by the Contractor or agreed to by the Engineer and Contractor.

7.4 INSPECTION PRIOR TO ACCEPTANCE

Should the Engineer determine at any time before acceptance of the entire work to examine work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to conduct such inspection, examination or test. If such work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the work is found to meet the requirements of the contract documents, the Owner shall compensate the Contractor for the additional services involved in such examination and reconstruction and if completion of the work has been delayed thereby, he shall, in addition, grant the Contractor a suitable extension of time. If the Contractor covers his work prior to allowing inspections and tests by the Engineer, the Contractor shall promptly uncover and make ready all such areas for inspections and tests, and the Contractor shall be liable for and charged with any and all additional associated costs.

No previous inspection or certificates of payment or final payment shall relieve the Contractor from the obligation to perform the work in accordance with the Contract Documents. In the event that the Contractor has in any way failed to comply with the

Contract Documents, the final payment shall not act to relieve the Contractor of his responsibility to comply with the Contract Documents.

ARTICLE 8: PAYMENTS

8.1 PAYMENT

For the Contractor's complete performance of the work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the total of the lump sum prices and the unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Engineer under Article 5, less credit for any work omitted pursuant to Article 5, and less liquidated changes and any other charge backs permitted in this contract.

8.2 PROGRESS PAYMENTS

(1) The Owner will make monthly progress payments on account of this Contract, on or after the first (1st) of each month, whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the fair value of the work completed during the previous month exceeds one thousand dollars ($1,000.00).

(2) Payment will be in an amount equal to ninety-five percent (95%) of the value of the work completed less the aggregate of all previous payments.

(3) Payment requests shall be made on a form approved by the Engineer and shall be submitted by the first business day of the month in which payment is scheduled to be made. Payment requests shall be approved, changed or rejected by the Engineer at least three (3) days prior to the date upon which payment is scheduled to be made.

(4) When submitting payment requests, Contractor shall certify with each request that all Subcontractors, suppliers and laborers have been paid in full (less 5% retainage) up to the date of the request. No payments will be made by the Owner without this certification. Delays in payment due to disagreement between the Engineer and Contractor about a quantity shall be borne by the Contractor. It is also the burden of the Contractor to obtain agreement from the Engineer or to be satisfied with his estimate.

(5) All materials and work covered by progress payments shall become the property of the Owner; however, such payments made to the Contractor shall not be construed as acceptance by the Owner of any work or materials not in accordance with the Plans and Specifications.

(6) No payment to the Contractor, nor utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor that is not strictly in compliance with this Contract.

(7) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to the Contractor due to:

(a) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;

(b) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;

(c) The Contractor's rate of progress being such that, in the Owner's opinion, substantial or final completion, or both, may be inexcusably delayed;

(d) The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations including, but not limited to, payments to subcontractors, laborers and material and equipment suppliers;

(e) Claims made, or likely to be made against the Owner or its property;

(f) Loss caused by the Contractor;

(g) The Contractor's failure or refusal to perform any of its obligations to the Owner.

(8) In the event that the Owner makes written demand upon the Contractor for amount previously paid by the Owner as contemplated in this paragraph, the Contractor shall promptly comply with such demand;

(9) Payments by the Owner shall be made pursuant to the provisions of General Municipal Law Section 106-b, including interest payments as required by that section.

8.3 SUBSTANTIAL COMPLETION

(1) When the work or major portions thereof are substantially completed, the Contractor may submit a request for payment of the remaining amount of the contract amount. Upon receipt of such request for payment, the Engineer shall make an inspection and identify all work that is incomplete or otherwise not ready for final acceptance. The Owner shall approve and

promptly pay the remaining amount of the contract balance less two times the value of any remaining items to be completed (as identified in the Engineer's Certificate of Substantial Completion) and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Certificate of Substantial Completion may also assign responsibilities for security, maintenance, damage to the work, insurance, etc. The Certificate shall fix the time within which the Contractor shall complete all items listed as being incomplete or otherwise not ready for final acceptance.

(2) As the remaining items of work (as identified in the Engineer's Certificate of Substantial Completion) are satisfactorily completed or corrected, the Contractor may prepare a request for payment, but not more often than monthly, for any such work. The Owner shall pay as in Section 8.2 above.

8.4 <u>FINAL PAYMENT</u>

(1) Within thirty (30) days after receiving written notice from the Contractor of completion of all of the work, and submission of satisfactory evidence of having repaired any and all damage resulting therefrom to public or privately owned properties but not a part of the work under this contract, the Engineer will cause a final inspection to be made for approval of all the work done under this contract. If such inspection confirms that the Project is complete in full accordance with this Contract, the Engineer will recommend to the Owner, with a copy to the Contractor, that the Contractor has performed all of his obligations under the Contract and that no further work is to be done. Upon receipt of the Engineer's recommendation of completion of all contract work, the Contractor may make a request for final payment per paragraph 8.4(2) below.

(2) The Contractor's request for final payment shall include all of the following submittals:

(a) Affidavits and certificates of payment for labor, material and equipment

(b) Affidavits and certificates of payment for labor, material and equipment

(c) AIA forms (or similar) G706 Contractor's Affidavit of Payment of Debts and Claims, G706A Contractors Affidavit of Release of Liens, and G707 Consent of Surety to Final Payment.

(d) Verified statements obtained by the Contractor from its subcontractors pursuant to Labor Law 220-a (1), attesting that the subcontractors have received and reviewed the schedule of wages and supplements, which statements shall also contain information on the amounts due and owing for wages and supplements from the Contractor, and also from subcontractors, all in accordance with the provisions of Labor Law section 220-a (2).

(3) As a further condition precedent to receiving final payment, the Contractor shall furnish to the Owner, all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout.

(4) Not later than thirty (30) days after receipt of the Engineer's recommendation for approval of the Contractor's request for Final Payment, the Owner will pay the Contractor the entire sum so found due there under. The Contractor is put on notice that, all prior payment having been based on estimates made solely to enable the Contractor to prosecute the work advantageously, the final payment will be subject to such corrections as may be found necessary to bring the total payments into agreement with the contract price, adjusted per change order(s) if applicable.

(5) After final acceptance of the work under this Contract and the Owner's payment of the final request for payment, the Engineer will recommend that the Owner can issue a Certificate of Completion to the Contractor for the work done under this Contract.

8.5 ACCEPTANCE OF FINAL PAYMENT

The acceptance by the Contractor or by anyone claiming by or through him of the final payment shall operate as and shall be a release to the Owner and every officer and agent thereof, from any and all claims and all liability to the Contractor for any thing done or furnished in connection with this work or project and for any act or neglect of the Owner or of any others relating to or affecting the work. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance bond.

8.6 CONTRACT QUANTITIES

The quantities actually required to complete the contract work may be less or more than estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof. For unit price contracts, a change order may be prepared to bring the actual and estimated quantities and values into agreement.

8.7 MAINTENANCE AND GUARANTEE

The Contractor shall remedy all defects, paying the cost of any damage to other work resulting there from, which shall appear within a period of one year from the date of completion as evidenced by the Owner's Certificate of Completion. The Contractor shall, for this period, indemnify and hold harmless the Owner, its officers, and agents from any injury done to property or persons as direct or alleged result of imperfections in his work or any other claims, actions or proceedings and the Contractor shall immediately assume and take charge of the defense of such action or suits in like

manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

The performance bond shall remain in full force and effect through the guarantee period unless a separate maintenance bond is provided.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the Engineer not later than ten (10) days subsequent to the expiration of the one year period, the Owner shall have the right to have the work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor at the end of the one year guarantee period without interest. If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Owner.

8.8 NO ESTOPPEL

The Owner or any department, officer, agent, or employee thereof, shall not be bound, precluded, or estopped by any acceptance, return certificate or payment made or given under or in connection with this Contract by the Owner, at any time, either before or after final completion and acceptance of the work and payment therefore:

(1) showing the true and correct classification amount, quality or character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such acceptance, return certificate or payment is untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the contract documents, or

(2) from demanding and recovering from the Contractor any overpayment made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the contract documents, or

(3) both 1 and 2 above.

ARTICLE 9: BONDS AND INSURANCE

9.1 CONTRACT SECURITY

If at any time the Owner shall have become dissatisfied with any surety or sureties then upon the performance bond or if for any other reason such bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice from the Owner's attorney to do so, substitute an acceptable bond in such form and amount and signed by such other surety as may be satisfactory to the Owner's attorney.

The premiums on all bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety shall have been qualified.

9.2 INSURANCE

A. The Contractor shall procure and maintain at its expense during the contract term, including any maintenance and guarantee periods, insurance as hereinafter specified:

1. Automobile Liability - Automobile Liability insurance on an occurrence basis covering all owned, non-owned, and hired vehicles with the limits of not less than:

   Bodily Injury/Property Damage with combined Single Limits of at least $1,000,000 per occurrence
   No Fault Benefits-Statutory Benefits

2. Comprehensive Commercial General Liability - Comprehensive Commercial General Liability insurance on an occurrence basis, with limits of not less than:

   Bodily Injury and Property Damage at least $2,000,000 per occurrence
   $3,000,000 Products/Completed Operations Aggregate

3. Catastrophe, Excess Liability or Umbrella policies may be used to meet the coverage requirements, provided they do not contain restrictions on or exclusions of coverage required under these specifications.

4. Owner's/Contractor's Protective Liability - The Contractor shall provide to the Owner proof of Contractor's Protective Liability for Bodily Injury and Property Damage for all subcontractors with limits equal to those specified above for the Automobile Liability and Comprehensive Commercial General Liability coverages.

5. All risk builders risk insurance coverage for loss or damage to property for buildings and structures owned by the Owner, which are under construction, renovation, remodeling or maintenance under this contract. The Owner must be listed as additional named insured.

6. Liability insurance for blasting commensurate with the nature and scope of the blasting which will be conducted on the project, with limits that shall in no event be less than for the Automobile Liability and Comprehensive General Liability coverage.

7. Workers' Compensation – Proof of statutorily mandated minimum benefits shall be evidenced by form C-105.2, or a certificate of exemption. This

Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. The Contractor shall defend, indemnify and hold harmless the Owner for any actions arising from injuries to the Contractor's employees, even if caused in whole or in part by Owner's negligence.

B. The Owner shall be an additional insured on a primary and non-contributory basis on all coverages, including for products and completed operations. In addition to the contractual indemnification provisions, the insurance policies shall include a waiver of subrogation in favor of the Owner.

C. Prior to cancellation or material change in any policy, a thirty (30) days notice shall be given to the Owner Clerk by registered mail, return receipt requested, at the address listed below:

Felicia Salvatore, Town Clerk
Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603

D. Upon receipt of such notice the Owner shall have the option to cancel the Agreement without further expense or liability to the Owner, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required is maintained continuously throughout the term of the Agreement in form and substance acceptable to the Owner. Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

E. All property losses shall be made payable to and adjusted with the Owner.

F. All insurance policies referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the Owner.

G. In the event that claims in excess of these amounts are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security concerning such claims as may be determined by the Owner.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 COMPLIANCE WITH CODES AND LAWS

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all federal, State and local laws, codes, ordinances and statutes as may be in effect at the time of bid opening.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications which may be in excess of the requirements mentioned herein.

The organization or arrangement of the plans and specifications shall not operate to define or establish the work to be performed by any trade or subcontractor.

10.2 SERVICE OF NOTICES

The Contractor's business address specified in his bid shall be designated as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Engineer.

Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a corporation, upon any officer or director thereof.

10.3 LABOR STANDARDS

The Contractor and its Subcontractors shall comply with all local, State and federal rules, including, but not limited to the Occupational Safety and Health Act of 1970, the Contract Work Hours and Safety Standards Act, and the New York State Labor Law with respect to hours of work, posting of notices, deductions in wages, and apprenticeship training programs.

The Contractor and Subcontractors, if any, shall keep the following information records on the site of this public works project:

a. Record of hours worked by each workman, laborer and mechanic on each day.

b. Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.

c. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

d. Schedule of hours that each piece of major equipment is being actually operated each day.

e. Preference in employment shall be shown to residents of the State of New York who have been residents for a least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed in the construction of public works shall furnish satisfactory proof of residence in accordance with the rule adopted by the Industrial Commissioner, and each Contractor and Subcontractor shall keep a list of his employees, stating whether they are residents of the State of New York, native born citizens or naturalized, and, in case of naturalization, the date thereof, and the name of the court in which granted.

f. Payment of wages earned by employees upon public works shall be as covered by Section 220 and 220-D of the Labor Law.

g. Insurance against accident for all persons employed shall be as provided by the Workers Compensation Laws of the State of New York.

h. The Contractor shall comply with all requirements of the State Labor Law applicable to contracts on behalf of a municipality for the construction, alteration or repair of any public building or public work, including particularly, but without limitation of the foregoing, the provisions relating to hours and wages, discrimination on account of race or color and preference in employment to citizens of the State of New York.

i. The Contractor shall indemnify and save harmless the Town from any claim alleging a violation of the labor laws of the State of New York, including but not limited to the Contractor's obligation to pay prevailing wage.

j. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of employed on public work projects. The amount for supplements listed on the enclosed schedule (see Appendix A) does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

k.. The Contract shall make provision for disability benefits, workers compensation, unemployment insurance and social security, as required by law.

10.4 RECORD-KEEPING REQUIREMENT

The Contractor shall establish and maintain complete and accurate books, records, payroll records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Engineer or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books,

records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

10.5 NON-ASSIGNMENT CLAUSE

This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, subcontracted or otherwise disposed of without the previous consent, in writing, of the Owner and any attempts to assign the contract without the Owner's written consent are null and void. The Contractor may assign its rights to receive payment with the Owner's prior written consent.

10.6 WAGE AND HOURS PROVISIONS

Neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

10.7 NONDISCRIMINATION REQUIREMENTS

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to insure that all employees are employed, and that employees are treated equally during employment, without regard to their race, creed, color, sex or national origin.

10.8 ARCHAEOLOGICAL SALVAGE

Whenever during the course of construction, historical objects are encountered, such objects shall not be moved or destroyed. Work shall be stopped and re-scheduled to avoid disturbing such areas and the Engineer shall be notified immediately. The Engineer will then contact Louise Basa, Technical Services, New York State Department of Environmental Conservation at 518-457-3811, who will issue instructional procedures which will govern continuation of work in the affected area.

XII SPECIAL CONDITIONS

SECTION 01290

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Use this Section in conjunction with the Contract General Conditions, except that this Section overrides any conflicting statements or requirements.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

   a. Application for Payment forms with Continuation Sheets.
   b. Contractor's Construction Schedule.

2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Application for Payment.

B. Format and Content: Use the Bid Sheets and the Description of Work as guides to establish line items for the Schedule of Values. Provide at least one line item for each enumerated part of the work and for each identified item on the bid sheet.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location.
   b. Name of Engineer.
   c. Contractor's name and address.
   d. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Change Orders (numbers) that affect value.
   e. Dollar value and Percentage of the Contract Sum to nearest whole percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Bid Documents to determine quantities.
6. Each item in the Schedule of Values and each item in the Application for Payment shall be complete. Include proportionate share of the total cost of general overhead and proportionate share of profit in each line item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

7. Schedule Updating: If required by the Engineer, update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Engineer by the first of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Application for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders issued before last day of construction period covered by application.

E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms and executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.

2. Schedule of Values.
3. Contractor's Construction Schedule.
4. Copies of building permits.
5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
6. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After receiving the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy/use of designated portions of the Work.
3. The Owner will withhold twice the value of incomplete work until Final Payment is made,

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Evidence that the performance bond will be converted to a one year guarantee bond for all work of the Contract.
4. Evidence that claims have been settled.
5. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
7. AIA Document G707, "Consent of Surety to Final Payment."
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Updated final statement, accounting for final changes to the Contract Sum, including final liquidated damages settlement statement.
10. Warranties and guarantees, instruction manuals and spare parts for installed products.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION(Not Applicable)

END OF SECTION 01290

Special Conditions Part A
Town Standard Notes and Requirements

1. Work - It is the intent of this contract that the work shall include all construction as detailed in Special Conditions Part B.

2. Location - The Arlington Wastewater Treatment Plant is located at 76-78 Sand Dock Road on a parcel adjacent to the Dutchess County Resource Recovery facility. The project site is the entire parcel, and includes portions operated by United Water and portions operated by the Town of Poughkeepsie Sewer Department.

3. Permits - The Contractor shall obtain the required Town of Poughkeepsie building permit and the required electrical permit before work begins. The Town will not require that the work shall be done by a Town licensed contractor. The building permit will require as-built and other project certifications, and the electrical permit will require a third party electrical inspection. The building permit will be closed out with a CO, and the CO will be a condition of final payment for the project.

4. Preconstruction Conference - Upon issuance of the "Notice to Proceed", the Contractor, the Town Engineer and the United Water Plant Manager shall meet to discuss the work.

5. Utility Markout - This is not required.

6. Access - The Contractor may not close a street or a site driveway to accomplish the work. The Contractor is required to keep driveways accessible to vehicles during the course of the work.

7. Traffic Control - No traffic control is required for this contract. However, the Contractor shall be responsible for making arrangements for parking for his and his sub-contractor's staff, see also item 11 Staging Area below.

8. Stop Work - In the event that the Town observes during its inspections that these rules (i.e. special condition 7) are not being followed, the Contractor will be ordered to stop the work until proper parking is in place.

9. Shop Drawings - Shop drawings or material sheets shall be provided for all products and processes utilized in the work. This is covered in detail in the General Conditions Article 3.2 and in the Special Conditions Part B.

10. Inspections - The Town Engineer will be inspecting the work. The Contractor shall notify the Engineer's office (845-790-4736) every morning of what work will be accomplished that day. This Special Condition modifies General Conditions Article 2.3(1)(a).

11. Staging Area - No contractor's yard and staging area has been designated, either on the site or on nearby properties. No use of the site for staging is guaranteed, but the Contractor may make independent arrangements with the United Water Plant Manager regarding any use of portions of the site operated by United Water, and the Contractor may make independent arrangements with the Town of Poughkeepsie Sewer Superintendent regarding any use of portions of the site operated by the Town of Poughkeepsie Sewer Department.

12. Sanitary facilities - The showers and changing rooms in the Administrative Building are reserved for United Water personnel only. However, as a courtesy to the Contractor, United Water will allow limited use of the restrooms in the building for emergency toilet use only. The Contractor shall provide change room, washing facilities and sanitary facilities for his staff and his project workers and all subcontractors.

13. In the General Conditions, under Definitions, add Plant Operator.

    Plant Operator: United Water, as contractor for the Town of Poughkeepsie, has the responsibility to operate and maintain the sewage treatment plant in a manner to satisfactorily meet all the NYSDEC SPDES discharge permit requirements. All aspects of the wastewater treatment plant function are under the control of United Water, including safety and work place rules.

The following discussions and clarifications shall apply to this contract.

- United Water shall work through the Town Engineering Department to resolve any questions or potential problems that United Water personnel may identify.

- During an emergency or unexpected event, United Water shall have the authority to require the project contractor to stop work or make changes in his work plans or procedures so that the plant discharge parameters will remain satisfactory as required by the SPDES permit.

- Except for an emergency situation, the Town Engineering Department shall be the primary contact for the construction

contractor and the Town Engineering Department shall be the interface between the contractor and United Water.

- The Town Engineering Department will be responsible for all project shop drawing review, all project inspections, approving pay requests, and all other functions regarding contract administration.

- In conjunction with the Town Engineering Department, United Water may be involved in decisions regarding plant equipment.

- In conjunction with the Town Engineering Department, United Water may inspect the work of this contract.

Arlington Wastewater Treatment Facility
Secondary Clarifier Basins
Equipment Replacement Project

Description of work

I. GENERAL

This project shall be bid and paid as a lump sum project. The contractor shall provide all services, tools, labor, supervision and equipment for a complete and operational project for the bid price.

The work includes providing (I) longitudinal flight-type sludge collection equipment and open pipe type scum removal equipment for the three rectangular secondary clarifier basins at the Arlington Wastewater Treatment Facility. The sludge and scum collectors shall be specifically designed for collection of concentrated secondary sludge and scum in a wastewater treatment plant.

The work also includes providing (II) sludge collection screw conveyors and related equipment for the three rectangular secondary clarifier basins at the Arlington Wastewater Treatment Facility. The sludge collection screw conveyors shall be specifically designed for collection of concentrated secondary sludge in a wastewater treatment plant.

Note: This description of the work calls attention to certain features, but does not purport to cover all details entering into the design, manufacture, fabrication and installation of the equipment.

II. SCOPE OF WORK

The contractor will be responsible for all field measurements required to fabricate and install properly fitting and operating replacement equipment (I) and (II) in the existing concrete secondary clarifier basins.

All (I) longitudinal flight-type sludge collection equipment and open pipe type scum removal equipment shall be furnished by a single manufacturer who is fully experienced with secondary clarifier basins similar in size to those at the Arlington Wastewater Treatment Plant, and who is reputable and qualified in the fabrication and manufacture of the equipment to be furnished. The equipment manufacturer shall be responsible for the design, fabrication and provision of adequate installation instructions to assure a fully operational sludge and scum collection system in all respects.

The (II) sludge screw conveyors and related equipment shall be furnished by a single manufacturer who is fully experienced with secondary clarifier basins similar in size to those at the Arlington Wastewater Treatment Plant, and who is reputable and qualified in the fabrication and manufacture of the equipment to be furnished. The equipment manufacturer shall be responsible for the design, fabrication and provision of adequate installation instructions to assure a fully operational sludge screw conveyor system in all respects.

The contractor will be responsible for assembling and installing the equipment (I) and (II) . All workmanship shall be in accordance with the industry best practices and methods.

The Contractor shall remove and dispose of (I) and (II) all the chains, flights, shafts, sprockets, scum trough, wear rails, motors, gear boxes, drain valves, sludge collector screws, etc. such that the following bulleted items of new equipment can be supplied and installed.

- chains, chain lighteners and adjusters
- fiberglass flights
- wall mounted idler sprockets
- drive shafts and sprockets
- insulated stainless steel covers for all exposed drive sprockets
- wear rails
- wear shoes
- wear strips
- drive units complete with motor and gear reducer
- motor overload protection
- sprocket and flight SCADA monitoring system
- scum trough complete with manual operators
- one 8" drain valve and stem per basin
- sludge collector screws

The Contractor shall also (I) and (II):

- Provide all electrical work required for completion of the project, including both controls and SCADA and 480 V and 120V power connections.

- Remove all the existing aluminum ladders (but no replacements are required).

The Contractor shall also (I) and (II):

- Supply submittals for all equipment
- Supply spare parts
- Provide O&M Manuals for the Owner
- Provide As-constructed drawings
- Provide training and start up services by the equipment manufacturer or vendor. Provide one (1) day of training per basin (three (3) days total).

The Contractor shall also provide a schedule (I) and (II) within 14 days from the Town's Notice to Proceed. The Schedule must comply with the following two plant operational constraints:

a. The plant can only accommodate one secondary clarifier basin at a time to be out of service while the project is being undertaken. Two secondary clarifier basins must remain operational at all times.
b. Once the equipment (I) and (II) in a secondary clarifier basin has been replaced, that secondary clarifier basin shall be put into service for two weeks operation to demonstrate satisfactory performance. After the two weeks operational checking period and demonstration of satisfactory performance the next basin can be taken out of service.

III. SPECIFICATIONS AND STANDARDS

Except as otherwise indicated, the current editions of the following apply to the (I) longitudinal flight-type sludge collection equipment and open pipe type scum removal equipment work for this project:

1. AGMA 908-B - Geometry Factors for Determining the pitting resistance and bending strength of spur, helical, and herringbone gear teeth
2. AGMA 6010-E - Standard for spur, helical, herringbone and bevel enclosed drives
3. AGMA 6019-E - Gear motors using spur, helical, herringbone, straight bevel, or spiral bevel gears
4. AISC C1045
5. ANSI B39.21M - 700 Class welded and cast chains, attachments and sprockets for water and sewage treatment plants
6. ASTM A36
7. ASTM D570 - Test Methods for Water Absorption of Plastics
8. ASTM D638 - Test Methods for Tensile Properties of Plastics
9. ASTM D785 - Test Methods for Rockwell Hardness of Plastics and Electrical Insulating Materials

10. ASTM D2240 - Test Method for Rubber Property-Durometer Hardness
11. ASTM D4020 - Standard Specification for Ultra High Molecular Weight Polyethylene Molding and Extrusion Materials
12. ASTM E 18 - Rockwell Hardness and Rockwell Superficial Hardness of Metallic Materials
13. NEMA MG-1 - Motors and Generators
14. NEMA 4X - Control Panel Enclosures
15. NEMA ICS 2 - Industrial control devices, controllers and assemblies
16. NFPA 70

IV. OPERATING CONDITIONS

The secondary clarifier basins have two longitudinal flight-type sludge collection equipment drives (I) in each basin. The four shaft drive is in the Influent end of a secondary clarifier basin and pushes the sludge to a sludge sump (II) in the middle of the secondary clarifier basin. The three shaft drive is in the Effluent end of a secondary clarifier basin and also pushes the sludge to the sludge sump (II) in the middle of each secondary clarifier basin.

This project requires that both (I) longitudinal flight-type sludge collector systems in each secondary clarifier basin, and the open pipe type scum removal equipment shall be replaced. This project also requires that the (II) sludge collection screw conveyors and related equipment in each secondary clarifier basin shall be replaced.

The longitudinal flight-type sludge collectors (I) in each secondary clarifier basin shall be suitable for operation under the following conditions:

Number of bays per secondary clarifier basin	[1.0]	
Dimension, feet:		
Width, per bay	[18.0]	
Length, per bay	[58.0]	
Side water depth (average)	[9.25]	
Basin slope (inches), over 58 feet	[8.0]	
Maximum flow, mgd	[3.0]	per basin
Average flow, mgd	[1.06]	per basin
Flight speeds (feet/minute)	[1.0 & 2.0]	

The longitudinal flight-type sludge collectors (I) shall be designed to fit the existing secondary clarifier basins. Structural modifications to the existing secondary clarifier basins will not be permitted.

The sludge collection screw conveyors and related equipment (II) shall be designed to fit the existing secondary clarifier basins. Structural modifications to the existing secondary clarifier basins will not be permitted.

V. MANUFACTURER QUALIFICATIONS

(I) The longitudinal flight-type sludge collection equipment and open pipe type scum removal equipment shall be furnished by Polychem Systems (Division of Brentwood Industries, Inc.), West Chester, PA, or US Filter (Envirex Products), Waukesha, WI, subject to compliance with the Contract Documents.

Other vendors will be considered on an "or equal" basis subject to the following requirements:

1. Submit certification in manufacturing and satisfactory evidence of relevant experience in each component as listed below.
   a. Complete sludge and scum collections systems - 12 years experience
   b. NCS720S non-metallic collector chain - 4 years experience
   c. Polyurethane sprockets, Cast Nylon 6 or combination (hybrid) sprockets with replaceable teeth - 4 years experience
   d. UHMW-PE sleeves - 3 years experience
   e. Wall bearings - 3 years experience
   f. UHMW-PE or Cast Nylon 6 wear shoes - 6 years experience

2. Sludge and scum collection system manufacturers unable to meet all of the specified experience requirements will not be acceptable.

(II) The sludge collection screw conveyors and related equipment shall be furnished by

1. Custom Conveyor Corporation
2. Jim Myers & Sons (JMS)
3. Spirac
4. or equal,

subject to compliance with the Contract Documents.

VI. SHOP DRAWINGS AND SAMPLES

The following items for the (I) longitudinal flight-type sludge collection equipment and open pipe type scum removal equipment shall be furnished by the contractor for review and approval.

1. Manufacturer's product data including catalogue cuts.

2. Complete certified equipment drawings, showing all dimensions, weights, materials of construction, structural members, sludge collection members, welds, torque ratings, and gears.

3. Foundation, installation, and grouting plans.

4. Anchor bolt placement measured from construction joints in the concrete structure. Anchor bolts details shall include projections from the concrete.

5. Chain size, weight, and fabrication details.

6. Sprocket types and size details.

7. Shaft material and sizes.

8. Bearing types and details.

9. Type, specifications, details, input and output speeds, exact gear ratios, service factor, capacity, and efficiency of gear reducer units and drive assembly.

10. Equipment drive and drive guard details.

11. Electric motor size, make and product features, and mounting details.

12. Details and description of the overload protection assembly and monitoring system. Details submitted shall clearly demonstrate the adequacy of the overload protection and monitoring system by the assembly proposed. Overload alarm shall be provided, and integrated into plant/facility SCADA system.

13. Scum skimming device details, including the manual operators and connection to the scum manhole.

14. List of spare parts to be furnished per manufacturer's recommendations.

15. List of special tools to be furnished per manufacturer's recommendations.

The following items for the (II) sludge collection screw conveyors and related equipment shall be furnished by the contractor for review and approval.

VII. PRODUCTS AND MATERIALS

(I) Longitudinal flight-type sludge collection equipment and open pipe type scum removal equipment

1. All components of the equipment to be furnished, including but not limited to chains and sprockets, flights, runway angles, wear shoes, chain link attachments and scum troughs sludge collection screw conveyors, shall be fully compatible with each other and shall be designed for extended service.

2. 3/8-in diameter grease fitting extensions shall be provided for all bearings equipped with grease fittings. Extensions and supports shall be Type 316 stainless steel and shall extend from the connection to the grease fitting through the top of the secondary clarifier basin cover slab. All grease fittings shall be grouped and mounted on a common stainless steel Unistrut® channel. Label each fitting with brass or stainless steel tag. In-basin stainless steel supports shall be located as recommended by the equipment manufacturer to avoid interference with operating equipment. The equipment manufacturer shall coordinate the required grease piping locations and slab penetration requirements with the Contractor. The Contractor shall be responsible for supplying and installing the grease piping.

3. All submerged hardware, including bolts, washers, fasteners, embedded and expansion anchor bolts and related hardware shall be Type 316 stainless steel unless otherwise specified (e.g. some nuts are specified as brass "Nylock" hex locknuts). Type 304 stainless steel is not acceptable within the secondary clarifier basins.

4. Bolts and connectors shall have a minimum diameter of 1/2-in unless otherwise specified.

5. Brass or stainless steel nameplates engraved with the name of the manufacturer, the serial number of the item, and other pertinent data such as the rated capacity, speed, etc., shall be properly and rigidly attached to each item of equipment.

6. Chain pins and clips shall be provided by the manufacturer in a bright color (such as blue) so that they may be easily located by the plant operator if a pin or clip breaks.

7. Structural steel shall conform to ASTM A36. Shapes and plates shall have a minimum thickness of 1/4-in. Unless otherwise specified, all submerged ASTM A36 steel shall be hot dip galvanized.

8. Iron castings shall conform to ASTM A48 Class 30 gray iron.

9. UHMW-PE shall be virgin UltraHigh Molecular Weight polyethylene material per ASTM D4020, with negligible (less than 1.3 percent by weight) water absorption per ASTM D570, a Rockwell Hardness of R64 per ASTM D785, and a relative abrasion resistance of 12. Provide certified independent laboratory analysis for at least three samples of the material.
   a. For the material to be furnished for this contract, the UHMW-PE shall be made from a powder with a molecular weight of at least 4 million and an intrinsic viscosity greater than 24.

VIII. (I) LONGITUDINAL FLIGHT-TYPE SLUDGE COLLECTION EQUIPMENT AND OPEN PIPE TYPE SCUM REMOVAL EQUIPMENT

A. General

1. All parts of the longitudinal sludge collectors and drives equipment shall be amply proportioned for all stresses that may occur during fabrication, erection and operation. The equipment shall be designed for continuous operation. Where not specified, design criteria shall be in conformance with accepted industry standards and shall be subject to the approval of the Engineer.

2. The longitudinal sludge collectors shall be designed for the following design criteria:
   a. Operation under dry secondary clarifier basin conditions.
   b. Shaft deflection - not to exceed 3/64-in per foot of shaft length.
   c. Flight Deflection - not to exceed 1-in, measured at mid span between return tracks when attached to the collector chain and supported on the return tracks.
   d. All shop and all field connections shall be bolted using stainless steel lock washers unless otherwise specified (e.g. some nuts are specified as brass "Nylock" hex locknuts). All shop and all field connections of stainless steel parts shall be made with an approved anti-seize lubricant designed to reduce the possibility of galling, Loctite® or equal, unless otherwise specified.

B.1 Longitudinal sludge collector flight chain construction

1. The collector chain shall be non-metallic type in conformance with ANSI B29.21M. All chain shall be resistant to ultraviolet light degradation.

2. The chain shall have a nominal pitch length of 6-in and an average weight of 1.5 lbs/ft.

3. The chain shall have a minimum working load of 2,600 lbs and an elongation of not more than 3 percent under the working load. Chains with a working load less than 2,600 lbs are not acceptable.

4. The collector chain strands shall have an ultimate strength of not less than 6,000 lbs and an elongation of not more than 9 percent at ultimate strength. Chains with an ultimate strength less than 6,000 lbs are not acceptable.

5. The chain shall be manufactured and molded with the barrel and side bars as an integral assembly.

6. The chain shall be assembled with brightly colored pins not less than 0.861-in diameter, manufactured and designed to provide full dead load bearing capacity throughout the full length of the link side bar hubs. The pins shall have a T-head to engage retainer lugs molded integrally with one link side bar hub as a positive means to prevent pin rotation.

7. The attachment links shall be of similar construction to the plain chain links, with the flight pusher plate extending the full depth of the flight and molded integrally with the link sidebars. The attachment mounting hole spacing shall conform to ANSI Standard B29.21M96 and shall accommodate four 0.375-in diameter Type 316 stainless steel hex head attachment bolts. Bolts shall be fastened with brass "Nylock" hex locknuts and Type 316 stainless steel cut washers.

B.2 Longitudinal sludge collector flight chain Quality Control

Note: The tests may be witnessed by the contractor or a representative of the Owner if the Owner so chooses.

1. The sludge collector flight chain manufacturer shall have an approved statistical process control system in effect and in use from raw material inspection through and including flight chain testing. Certified documentation shall be submitted at drawing submittal stating that the manufacturer of the sludge collector flight chain has an established quality control program for materials and manufacture. The quality control program shall include proof load and ultimate tensile strength tests.

2. Qualification testing of assembled sludge collector flight chain

   a. ultimate strength testing
      Qualification testing shall consist of ultimate strength test performed by the chain manufacturer (with certified data available for the Engineer's review).
      Six, 6 pitch sample strands from each lot of link and pins shall be qualified prior to sludge collector flight chain assembly.
      b. Strength test three strands of sludge collector flight chain. Should any of the three test chains fail to comply with this Section, six additional samples shall be tested. Should any of the additional test strands fail to comply with this Section, that specific lot of chains shall be rejected. Should any of these test chains not comply with one or more of the specified requirements, six additional samples shall be tested for such specifications. Should any of additional samples not comply, that specific lot of chains shall be rejected.

   b. endurance testing
      The sludge collector flight chain manufacturer shall submit certified documentation stating that the sludge collector flight chain has been endurance tested on an endurance testing apparatus at a minimum published working load of 2,600 lbs for a minimum of 120,000 chain/sprocket articulations. Articulations testing using a dynamometer would also be acceptable for confirming a minimum working load of 2,600 lbs.

   c. attachment link twist testing
      The sludge collector flight chain manufacturer shall submit certified documentation stating that the attachment link has been twist tested to a minimum 9 degree twist. Test documentation shall confirm that no breakage has occurred and that the attachment link returns to its original position with no permanent deformation.

   d. wear test
      1) Equipment Manufacturer's Certified 4-Square/Dynamometer Test data, or equal testing procedure.
      2) Sludge collector flight chain testing shall duplicate a minimum of 240,000 chain/sprocket articulations or equivalent 10 year articulations in a 4-shaft 120-ft long collector secondary clarifier basin under a minimum 800 lb load.
      3) The sludge collector flight chain shall have no severe galling of barrel interiors, no chain side link failure, and no pin failure
      4) The sludge collector flight chain barrel outside diameter wear not to exceed average of 0.015-in/year, and the pin wear shall not to exceed average of 0.015-in/year.

3. Shop Tests of assembled sludge collector flight chain

   a. The Contractor shall give the Owner written notice 15 days in advance of time when the equipment will be ready for the shop test for witnessing of tests per paragraph 2 above.
      1) This notification shall include a diagram of the testing set-up and list of the instruments the manufacturer proposes to use for the test.
      2) All instruments shall be of ranges suitable for the quantities to be measured, with approved laboratory calibration.

   b. The shop tests specified hereinafter shall be performed in a shop of the manufacturer in a manner which shall conclusively prove that the characteristics of material or equipment subject to tests for sludge collector flight chain lots manufactured for this project shall comply fully with the requirements of these Special Conditions. Test shall be conducted in accordance with the test codes of the ASME and the requirements of these Special Conditions.
      1) The cost of testing shall be borne by the Contractor.
      2) Copies of all shop test data and interpreted results, accompanied by a certificate of authenticity stamped by a registered professional engineer of the manufacturing company, shall be forwarded to the Engineer for approval.

   c. To ensure in-process control, the following tests shall be run at the appropriate time in the manufacturing cycle:
      1) Once per shift, an ultimate tensile strength test shall be performed on one 3-link or 5-link strand to verify a strand's tensile breaking strength.
         i. The ultimate strength load tests shall be performed over three center links of 10-ft strands of assembled sludge collector flight chain. Ultimate tensile strength tests shall meet the requirement of applying a tension force at a loading rate of approximately 3,500 lbs/min plus/minus 1,500 lbs)/min up to the breaking point of the chain.
         ii. Sludge collector flight chain failure load shall be not less than 6,000 lbs.
         iii. The minimum average ultimate strength of the sample strands for sludge collector flight chain shall exceed 6,000 lbs.
      2) Proof loading of assembled 10-ft (20 pitches) sludge collector flight chain strands.
         i. The objective of a chain proof load test is to verify that a strand shall withstand a tension load greater than its published working load but less than its ultimate tensile strength.

ii. Six 10-ft (20 pitches) chain strands of assembled sludge collector flight chain from each lot shall be proof loaded to 5,000 lbs prior to shipping. Certify in writing that the sampled strands are from the same manufactured lot as the chain delivered to the site.

iii. The proof load test shall be of assembled 10-ft long strands of sludge collector flight chain tensioned to a minimum 5,000 lbs for all of the first 20 strands, every fifth strand for the next 20 and every tenth strand of the balance of chain run.

iv. Proof load tests shall meet the minimum requirement of holding an applied minimum tension force of 5,000 lbs for not less then 4 seconds and no more than 10 seconds without failing or permanently deforming the sludge collector flight chain.

3) Dimensional inspection of sludge collector flight chain length

i. Assembled 10-ft strands of sludge collector flight chain shall be 120-in long minus 0.12-in plus 0.310-in as measured under 1 percent of ultimate tensile load.

C.1 Longitudinal sludge collector drive chain construction

1. Stainless steel drive chain shall conform to general dimensions and weights for standard HB78 cottered chain including 2.609-in pitch links.
2. The chain shall have 7/8-in diameter rollers and the links shall be assembled with 7/16-in diameter pins of the same material as the chain and hardened to 35-45 RC (ASTM E-18). Cotter pins shall be Type 316 stainless steel.
3. Chain shall have a minimum weight of not less than 3.9 lbs/ft.

C.2 Longitudinal sludge collector drive chain Quality Control

1. The sludge collector drive chain manufacturer shall have an approved statistical process control system in effect and in use from raw material inspection through and including sludge collector drive chain testing. Certified documentation shall be submitted at drawing submittal stating that the manufacturer of the sludge collector drive chain has an established quality control program for materials and manufacture.

2. Shop Tests of sludge collector drive chain
   Note: The tests may be witnessed by the contractor or a representative of the Owner if the Owner so chooses.
   a. The shop tests specified hereinafter shall be performed in a shop of the manufacturer in a manner which shall conclusively prove that the characteristics of material or equipment subject to tests for sludge collector drive chain lots manufactured for this project shall comply fully with the requirements of these Special Conditions. Test shall be conducted in accordance with the test codes of the ASME and the

requirements of these Special Conditions. The cost of testing shall be borne by the Contractor.

b. The Contractor shall give the Owner written notice 15 days in advance of time when the equipment will be ready for the shop test for witnessing of tests per paragraph a above.
   1) This notification shall include a diagram of the testing set-up and list of the instruments the manufacturer proposes to use for the test.
   2) All instruments shall be of ranges suitable for the quantities to be measured, with approved laboratory calibration.

c. Copies of all shop test data and interpreted results, accompanied by a certificate of authenticity stamped by a registered professional engineer of the manufacturing company, shall be forwarded to the Engineer for approval.

d. The quality control program shall include proof load and ultimate tensile strength tests.
   1) The minimum average ultimate strength of the sample strands shall exceed 24,000 pounds.
   2) Chain shall be proof tested at a minimum load of 10,000 lbs to remove defective links.

D. Sprockets and Shafting

1. All collector sprockets shall be of polyurethane or Cast Nylon 6 having a water absorption rate not to exceed 1.3 percent at saturation in accordance with ASTM D570. All collector sprockets shall be of the same basic design; head-shaft sprockets shall be cast iron and shall be key seated in line, in pairs equipped with two Type 316 stainless steel set screws. Collector sprockets shall be of split or one piece construction, molded totally of polyurethane with a minimum R56 Rockwell hardness (ASTM D785) or Cast Nylon 6 with a minimum R115 Rockwell hardness. For polyurethane sprockets each sprocket half shall be fastened to the shaft with two full width clamping bands which exert compressive force around the full periphery of the hub. The clamping bands shall include provisions to restrict lateral movement. For Cast Nylon 6 sprockets each sprocket half shall be bolted together and held in place with keys and set screws when fixed to the shafting.

2. All collector chain sprockets shall have a minimum of 23 teeth and a pitch diameter of 22.22-in. All sprockets shall be designed to operate with the specified chain. All collector sprockets shall be of the extended life type with a chain saver rim. Sprockets shall be furnished on all shafts. Traction wheels, idler wheels, or other substitutions for sprockets will not be acceptable.

3. The drive sprockets shall be designed to operate with the specified drive chain. The drive sprocket shall be not less than 9.26-in pitch diameter and shall have 11-teeth and the driven sprocket shall be not less than 33.25-in pitch diameter and shall have not less than 40-teeth. The hub for the drive sprocket shall be made of ASTM A48 Class 30 gray iron. The hub for the driven sprocket shall be made of ASTM A48 Class 30 gray iron or completely molded polyurethane with a minimum R56 Rockwell hardness (ASTM D785). The drive hub shall be of a solid construction. The driven hub of the 40-tooth sprocket shall be of one piece or of split construction. For split construction hubs, the rim teeth sections shall be replaceable, and furnished in segments. Each sprocket segment shall be fastened to the hub with Type 316 stainless steel hardware. The drive sprocket shall be provided with a shear pin device to provide for protection of the drive equipment in the event of excessive loading. Aluminum shear pins shall be provided to transmit torque from the driving hub to the sprocket shear plate with a polymeric gasket located between the shear faces to prevent seizing.

4. The shaft shall turn in bearings mounted on the secondary clarifier basin walls. Shaft and sprockets shall be shipped unassembled to prevent damage to sprockets.

5. All sprockets shall be reversible to use wearing surfaces on both sides.

6. The headshaft shall be solid, cold finished AISI C1045 steel, straight and true, and shall be held in alignment with set collars. The headshaft shall have keyways with fitted keys and shall be sized to transmit the power required. The headshaft shall extend across the full width of the secondary clarifier basin and shall rotate in the bearings mounted on the secondary clarifier basin walls.

E. Longitudinal collector bearings

1. All bearings shall be of the peak cap split cast iron babbitted type. The bearing shall be self-aligning, designed so that the upper portion of the bearing can be removed without removing the shaft or the lower portion of the bearing from the wall bracket. The bearing housing shall be designed so that it can be removed from the bracket without sliding along the shaft. It shall also be designed so that the housing bracket does not have to be removed from the wall for removal or replacement of the bearing. Where required, bearings shall be equipped with a grease fitting for lubrication when the secondary clarifier basins are dewatered. The bearing shall be attached to the wall with a minimum of two 1-in diameter and 4-in long expansion anchors.

2. Where required, grease fitting extensions shall be provided by the contractor for all bearings equipped with grease fittings. Extensions and supports shall be of Type 316 stainless steel construction and shall extend from the connection to the grease fitting to the top of the secondary clarifier basin. A threaded cap shall be provided flush with the top of the secondary clarifier basin. Extension diameter and supports shall be as recommended by the equipment supplier. Equipment manufacturer shall coordinate grease piping locations and slab penetration requirements with the Contractor. Contractor shall supply and install grease piping.

3. Deflector boxes constructed of Type 316 stainless steel shall be provided to prevent the deposition of grit and sludge on to the upper and lower shaft bearings at the influent end of each secondary clarifier basin.

F. FRP Flights and Attachments
   1. Material requirements
      a. The longitudinal collector flights shall be FRP flights of composite construction, constructed of high-strength fiberglass reinforced isothalic polyester resin composite by the pultrusion method to ensure complete encapsulation of the glass fiber strands in resin to prevent wicking. The use of extenders in the resin is prohibited. The glass filaments and mat shall run the full length of the flight. The full member shall have 50 percent minimum glass by weight but not more than 60 percent.
      b. The flights shall have water absorption not exceeding 0.6 percent after immersion for 48 hrs at 23 degrees C (73.4 degrees F) in accordance with ASTM D570.
      c. The finished composite shall have minimum tensile strength of 40,000 psi as measured in accordance with ASTM D638.
      d. Flights shall not be buoyant and shall not incorporate weights. Wood or laminated wood flights are not acceptable.
      e. Flights shall be accurately drilled and notched at the factory and banded together for shipment.

   2. Flights shall be designed such that normal maximum deflection will not allow any portion of the flight to contact the concrete secondary clarifier basin bottom. The structural characteristics of the flights shall exhibit minimum values as follows:
      a. Moment of Inertia about the major axis (Ix) 17.33-in^4 (i.e. the axis parallel to the flow direction)
      b. Moment of Inertia about the minor axis (Iy) 2.01-in^4 (i.e. the axis perpendicular to the flow direction)
      c. Modulus of Elasticity 2.2×10^6 psi or have a minimum Elasticity-Inertia (Iy) index of 5.35×10^6.

3. The longitudinal collector flights shall be 3-in by 12-in size, channel construction with the web having a sigma shaped or other strength enhancing design configuration to provide structural support, especially designed for sludge collector service. All hollow portions of every flight shall be plugged or filled to prevent wastewater from entering. The flight section shall include a scraper lip on the leading edge of the flight to optimize cleaning of the secondary clarifier basin floor. The leading edge of the flight shall include a lip to ensure cleaning of the secondary clarifier basin floor. At the attachment to the collector chain links, the flight shall have a filler block to allow the flight to be securely bolted to the chain attachment. Flights shall be attached by four minimum 3/8-in diameter Type 316 stainless steel bolts with brass "Nylock" hex locknuts and Type 316 stainless steel cut washers.

4. Wearing shoes shall be attached to the flights to protect the flights from wear when running on the wear strips on the secondary clarifier basin bottom, the hold down angles and the return rails. The wear shoes furnished for the long collectors shall be of the same material as the non-metallic sprockets and floor rails. The wear shoes shall have a minimum thickness of 1/2-in and shall be reversible. Each leg of the angle shall include two 9/16-in diameter holes. The carrying shoes shall be 5-1/2-in long minimum and the return shoes shall be 4-in long minimum. The return shoe shall have one 9/16-in hole in each leg for mounting. Wearing shoes shall be attached with 1/2-in diameter Type 316 stainless steel bolts with brass "Nylock" hex locknuts and Type 316 stainless steel cut washers. Wearing shoes running on the floor wear strips shall be located central to the chain attachment to avoid drilling holes which would weaken the flight.

5. Flights which fail to perform as a result of manufacturing defects, including delamination, shall be replaced.

6. Flight spacing shall be 5-ft for longitudinal collectors and shall cover the full width of the secondary clarifier basin.

G. Floor wear strip and return guide tracks

1. Return tracks shall be furnished for the entire return run. Return tracks shall be 3-in by 3-in by 3/8-in fiberglass (or Type 316 stainless steel) with solid type Nylon 6-6 (or 3/8-in Type 316 stainless steel) supporting brackets fastened to the secondary clarifier basin walls. Each supporting bracket shall be designed to cantilever the return track approximately 9-in off the secondary clarifier basin wall, shall be spaced at 10-ft intervals and shall have at least two bolts for attachment to the wall. Return tracks

shall have a design load of 2.5 lbs/ft and supplied in 20-ft lengths. All anchors and hardware shall be Type 316 stainless steel.

2. The floor wear strips shall be fabricated from UHMW-PE material. The floor wear strips shall be minimum 2-5/8-in wide by 1/2-in thick. They shall be anchored to the floor at approximately 2-ft on center with 3/8-in diameter, Type 316 stainless steel fasteners. The floor fasteners shall be self-drilling expansion anchors. Provide a floor strip fastener within 6-in of each strip expansion joint to minimize potential for end "curling". All holes in the wear strips shall be furnished counter bored and slotted as required for expansion. A non-metallic bushing or a stainless steel convex washer shall be furnished to assure a non-binding connection. Ends and sides of the strips shall be beveled to assure proper wear shoe clearances. Expansion joints shall be beveled at all floor strip edges. Two separate tracks of floor wear strips shall be provided for the full length of each secondary clarifier basin. The return tracks shall be lined with removable wear strips of 3/8-in thick UHMW-PE material in 10-ft sections with each section having five countersunk holes and fastened with Type 316 stainless steel fasteners. Weld washers shall be field welded to the Type 316 stainless steel tracks. All splices shall be beveled to allow for a smooth transition of the wear shoes in the direction of flight travel to prevent the shoes from hanging up on an uneven edge and to allow for sufficient thermal expansion. Flight side clearances on the secondary clarifier basin floors shall be 1-1/2-in maximum.

H. Collector Drive Units

1. The new longitudinal drive unit shall be located in the same place as the existing drive unit.

2. Drive chain shall connect the drive output shaft directly to the head shaft of the collector.

3. The drive unit shall consist of a motor which drives a gear reducer and a clutch system.
   a. The motor shall be connected to a gear reducer through a flexible coupling complete with guard and mounted on a galvanized steel base plate supported by the reducer. The gear reducer output shaft shall be connected between the gear reducer and the drive through a flexible coupling.
   b. The clutch to start or stop either of the drive sprockets shall be a manually operated jaw clutch system.

4. The longitudinal collectors shall have two speed drive units, and shall be capable of operating at 1 feet per minute and 2 ft per minute.
   a. The gear reducer shall be of the helical or helical/bevel gear type conforming to all applicable requirements of the AGMA Standards and shall be designed with a service factor of 1.50 of calculated sludge loading and rated for 24/7/365 continuous service.
   b. Gears shall run in an oil bath and the reducer housing shall be equipped with easily accessible oil fill and drain ports and an oil level indicator.
   c. All bearings incorporated in the gear reducer shall be anti-friction type with an ABMA minimum B-10 life rating of 100,000 hours, based on maximum loading conditions.
   d. Gears and bearings of each drive shall be as specified above for the gear reducer. The drive shall have an extended output shaft for mounting of the drive sprockets. Furnish a grease lubricated pillow block anti-friction bearing centerline support of the outer end of the extended shaft.
   e. All exposed rotating components of the equipment drive chain and sprockets, couplings, etc, shall be protected by a removable 14 gauge, Type 304 stainless steel cage, arranged to provide easy access to components. All such guards shall be secured using Type 316 stainless steel hardware.
   f. Provide a chain tensioning device, accessible above the concrete deck level, to automatically reduce slack in the drive chain by using an idler wheel on the drive chain. For chain centers in excess of 10-ft provide a "snap-idle" type take-up with Type 316 stainless steel side members and hardware and removable UHMW-PE chain guards.
   g. All components of the mechanism shall be constructed of corrosion resistant materials to assure reliable operation of the equipment when installed outdoors.

5. The longitudinal collector drive motors:
   a. shall be high efficiency models as made by Baldor, US Motors, Reliance, General Electric or approved equal and horizontal foot mounted.
   b. shall be rated 480 Volt, 3 Phase, 60 Hz, minimum 0.5 Hp, 1800 rpm maximum.
   c. shall be Group D with a temperature rating of T2B . Design for continuous operation in 40 degrees Celsius environment and for temperature rise in accordance with ANSI/NEMA MG 1 limits for insulation class, Service Factor, and motor enclosure type.
   d. shall be suitable to be installed within Class I, Division 2 locations and shall be designed to provide the appropriate NFPA 70 Class and Division protection requirements. Explosion-proof motors shall be UL

approved and labeled for hazard classification, with over-temperature protection.

e. shall have a visible nameplate indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturer's name and model number, service factor, power factor, efficiency, AFBMA bearing numbers, manufacture date. The nameplate shall be stainless steel attached with stainless steel pins.
f. shall have an oversized electrical connection, diagonally split, cast-iron junction box with gaskets. Box shall be provided with threaded conduit connection. Box shall be adjustable to all four mounting positions.
g. shall be TEFC. Fans for the TEFC motors shall be non-sparking bronze alloy or reinforced plastic.
h. shall have Mill and Chemical (severe) duty rated paint.
i. shall have starting torque between one and one and one-half times full load torque.
j. shall have starting current six times full load current.
k. shall be NEMA Design B characteristics for power output, locked rotor torque, breakdown or pullout torque, unless specified otherwise.
l. shall meet Design, Construction, Testing and Performance per ANSI/NEMA MG 1 for Design B motors, unless specified otherwise.
m. shall have insulation system NEMA Class F or better.
n. shall have NEMA standard T-frame of all cast iron construction with end brackets of cast-iron.
o. shall have double shielded bearings with waterproof non-washing grease lubricated anti-friction ball bearings with housings equipped with plugged provision for re-lubrication, rated for minimum AFBMA 20, L-10 life of 26,280 hrs. Calculate bearing load with flexible coupling attached to gear reducer.
p. shall have Sound Power Levels per ANSI/NEMA MG 3 not over 90 dBA.
q. shall meet or exceed nominal efficiency values at full load and rated voltage when tested in accordance with ANSI/IEEE 112.
r. shall have NEMA class 4X ingress protection.

I. Torque limiting devices
   1. A torque limit switch shall be provided by the contractor for each collector drive. In a high torque event the torque limit switch shall report back to SCADA a High Torque Alarm condition.

J. Scum Trough
   1. The slotted, rotating scum trough shall be non-metallic FRP pipe, sized as shown on the 1967 drawings included for reference with the bid documents, with a wall thickness not less than 0.250-in, with a 60 degree slot cut symmetrical about the vertical axis. The edges of the trough shall serve as a weir over which the scum will flow into the trough when the trough is rotated. The edges of the slot shall be parallel to the

longitudinal axis of the pipe. At regular intervals, not to exceed 2-ft-6-in, minimum 2-in wide bands of the full pipe periphery shall be left in the pipe to act as stiffeners. Scum trough shall form a continuous obstruction-free path through settling secondary clarifier basin walls so that scum can travel continuously across all secondary clarifier basins and discharge into the scum collection box. Provide a welded cap on the dead-ends of the scum trough to eliminate potential leakage.

2. The rotating scum trough shall be supported by and revolve in a Type 316 stainless steel bearing/collar at each end of the tough. The collar shall provide adequate bearing for the trough for both dry and wet conditions. The collar shall be welded to a plate that shall be fastened to the existing concrete using anchor bolts. The bearing shall be completely sealed to the wall to prevent leakage into the trough. A suitable watertight and replaceable seal shall be provided for each end of the trough where it rests in the support bearing. The seal shall be so constructed that it shall remain effective even with a slight misalignment of the trough and bearing; provide a positive and removable retainer to hold the seal in position over the full 360 degrees. The seal shall not be affected by grease or mild acids or alkalies, shall be readily renewable without removing the trough from the supporting brackets and shall not bind or impede the smooth action of the revolving pipe.

3. Each scum trough shall have a manually controlled operator that shall be capable of rotating the scum trough 90 degrees from vertical in both directions to remove scum from both sides of the trough. The 1967 drawings included for reference with the bid documents show an example of an acceptable operator.

K. Controls

1. The longitudinal flight collectors shall be controlled automatically via SCADA. A local Hand/Off/Auto selector switch shall be located at each drive unit.

2. Motor starters for collector drive shall be located in the Motor Control Center (MCC) located in the electrical room of the Control Building. The motor starters shall be NEMA 1 contact rating minimum with overload relays and individually fused. The MCC will accept Fast and Slow Start/Stop Commands from SCADA for the longitudinal collectors.

3. The following contact signals will be sent back to the plant SCADA system from the collector drive:
   a. Run Confirm Fast
   b. Run Confirm Slow
   c. HOA switch in Auto position

d. High Torque Alarm

IX. (II) SLUDGE COLLECTION SCREW CONVEYORS AND RELATED EQUIPMENT

SCREW CONVEYORS

All equipment specified shall be supplied by one manufacturer.

This following includes screw conveyors and appurtenances:

a. Classifying (shafted) screw conveyors.

b. Cross and collection (shaftless) screw conveyors.

c. Conveyor chutes and slide gates.

d. Structural supports.

1. Liner:

   a. For a wear indicator (two color) liner, excessive wear shall be indicated by appearance of the bottom indicator layer (second color) along more than 30 percent of the conveyor length during the first three year period after beneficial occupancy of the Work. If these wear indications occur, the conveyor supplier shall provide new formed and banded liner to replace all the liner in the conveyor that has excessive wear.
   b. If a one color liner is used the excessive wear shall be indicated if the thickness of the liner, at three points over a 30 percent long section of the conveyor, is 1/4 inch thick or less at the thinnest point of the liner, during the first three year period after Beneficial Occupancy of the Work. Since one color liners prohibit a simple visual inspection confirmation for the liner thickness status at the spiral-liner contact point, the conveyor manufacturer shall supply a field technician to the jobsite on the annual acceptance date for three consecutive years to remove a minimum 30 percent of all liners and demonstrate to OCSD that at a minimum 1/4 inch of liner is remaining. If excessive liner wear is found, the conveyor supplier shall provide new formed and banded liner to replace all the liner in the conveyor that has excessive wear.

2. Screw:

   a. Excessive wear on the screw shall be indicated by loss of more than 20 percent of the height of the main outer screw section over 30 percent of the total length of the screw. If excessive screw wear is found during the first three year period after Beneficial Occupancy of the Work, the conveyor supplier shall provide new screw to replace the screw in the conveyor that has excessive wear.

MATERIALS STANDARDS:

1. Flighting:
   a. Shafted Conveyors: AISI 304 stainless steel.
   b. Shaftless conveyors:

      1) Cold-formed high-strength alloy steel, minimum hardness 225 Brinell. Steel composition shall be: .31 percent C, 1.44 percent Cr, .64 percent Mo, 64 percent V, 4 percent Mn.

      2) Tensile Strength, Minimum: 110,000 pounds per inch.

      3) Yield Strength, Minimum: 80,000 pounds per inch.

2. Pipe Shaft: AISI 304 stainless steel.

3. Troughs: AISI 304 stainless steel.

4. Covers: AISI 304 stainless steel.

5. Chutes and Inlets: AISI 304 stainless steel.

6. Wear liner:
   a. UHMW polyethylene.
   b. Shore Hardness D: 65.
   c. Dynamic Coefficient of Friction: 0.11.

7. Slide gates:
   a. Frame: AISI 304 stainless steel.
   b. Structural Supports: AISI 304 stainless steel.

8. Grease extension tubes and grease rack: AISI 304 stainless steel.

9. Hardware & Fasteners: AISI 316 stainless steel.

10. Fabrication: All welds to be continuous unless otherwise specified. Facing surfaces of field-welded components shall be beveled and match marked.

11. Edge Grinding: Sharp corners of all cut and sheared edges shall be made smooth.

12. Surface Preparation

    a. All iron and mild steel surfaces to be painted shall be dry abrasive blasted in accordance with SSPC-SP6 protective coating. Surfaces shall be painted or hot dip

galvanized within 24 hours to prevent rusting and surface discoloration.

b. Stainless steel shall be cleaned with mild abrasive wheels and/or nonferrous blast media to remove heavy scale and welding carbon and/or passivated with stainless steel cleaner and then rinsed.

c. Painting: After surface preparation, ferrous metal surfaces, if any, except for the spiral flighting shall receive a minimum of one (1) coat of epoxy primer. Provide a total minimum dry film thickness of 3 mils prior to shipment to jobsite. Primer shall be compatible with the paint system specified by the manufacturer. Finish coats shall be applied at the jobsite by the CONTRACTOR.

d. The spiral shall be furnished with one coat of shop primer only.

e. Electric motors, gear reducers, and other purchased sub-components shall be furnished with the manufacturer's standard finish.

f. Stainless steel surfaces do not require painting.

COMPONENTS

A. Trough:
1. Provide U-type troughs, 3/16 inch minimum thickness.
2. Use only channel type trough with built-in parallel steel channels.
3. End seals, shrouds, inlet, discharge, etc., to be constructed from 3/16 inch (minimum) thick steel.
4. All openings shall be reinforced with steel angle.
5. Coordinate opening sizes and connection details with all affected equipment.

B. Wear Liner (UHMW) (Shaftless Conveyors):

1. The wear liner for each conveyor shall be fabricated of Durawear's Xythelon 3/8 inch thick ultra high molecular weight polyethylene. The wear liner shall be furnished in maximum four foot sections to provide ease of replacement. The liner shall be held in place with clips; no fasteners will be allowed.

C. Flighting:

1. Shafted conveyors:
   a. Welding: Continuous, all sides, to pipe shaft.
   b. Pitch between flights to vary no more than 2 percent of the flight outside diameter.
   c. Classifying type screw with paddles at drain zone, ribbon flights at inlet zone, solid face flights to solids discharge point

2. Shaftless Conveyors:

a. Formed from one continuous flat bar. The spiral flights shall be designed with the stability to prevent distortion and jumping in the trough. The torsional rating of the auger flighting shall be reached at 30 percent of the Fy value in the extreme fiber of the flight material. The spiral shall be rolled in such a way as to limit "neckdown" of the outside edge of the cold rolled spiral to 10 percent of the thickness of the inside edge of the spiral. The spiral edges shall be smooth in the as-rolled condition and not show cracks or grinding marks when tested with a dye-penetrant.

b. Full penetration welds at all splice connections. Spiral connections shall be welded according to AISC B-U3-GF and be six full-pass full-penetration welds. Flights shall be welded in a jig or the trough to assure true alignment. The OD of the joined spirals shall be completely concentric with no misalignment. Weld jointed spirals shall be straight and not show any misalignment or thump when rotated.

c. Concentric to within plus or minus 2 millimeter.

d. Torsional rating to exceed 150 percent of drive torque rating. The torsional rating of the auger flighting shall be reached at 30 percent of the Fy value in the extreme fiber of the flight material. Supplier shall demonstrate that, at 250 percent of the motor nameplate horsepower, the drive unit cannot product more torque than the torsional rating of the flighting, and that the "spring effect" of the spiral shall not exceed +1/32 inch per foot of length at maximum load conditions.

e. Design with adequate stability to prevent distortion and jumping in the trough

f. Connect to drive through flanged connection plate welded to spiral.

The spiral flighting shall be connected to the drive shaft by welding the spirals to the 3/4 inch (20 millimeter) minimum circular Drive/Coupling torque transmission plates welded to the spiral as follows:

1) The drive-coupling plate and drive shaft shall first be machined with 45 degree 1/4 inch matching bevels for welding. The drive-coupling plate shall be bevel machined on both sides for welding. The Drive Coupling plate attached to the drive shaft will use a six (6) pass full penetration weld cleaning after each pass.

2) The shaft and coupling plate must be maintained at a 90 degree angle. Place the coupling plate and shaft into a sturdy jig made for this purpose and tack weld. Proceed with the first pass. The drive coupling plate shaft shall then be put into a lathe and the plate side opposite the shaft shall be machined to ensure a 90 degree connection.

a) Weld both sides of the shaft with six (6) passes to the coupling plate.

b) Weld the second spiral coupling torque transmission plate to the spiral. The spiral end shall have a 45 degree clean ground edge at the coupling plate. Place the spiral and coupling into a sturdy

jig that maintains the spiral level, and the coupling plate at the correct height for welding to the spiral.

c) Grind smooth on both matching sides and properly reinforced and welded with a curved gusset plate at 180 degrees. The centerline of the spiral shall be perpendicular to the torque plate within plus or minus 0.015 inch. A separate 3/4-inch (20 millimeter) minimum torque transmission plate shall be bored with a countersunk and chamfered hole equal to the 1/4 inch less than the shaft diameter and the drive shaft shall be lathe-turned, keyed and undercut concentrically to a tight fit then welded to the plate with a six pass full penetration weld technique. The shaft shall be perpendicular to the torque plate within plus or minus 0.015 inch. The torque plates shall be connected with three (3) 3/4-inch No. 8 bolts and no space shall show between the connected plates. Spirals welded directly to a shaft or connected in any other way will not be accepted.

D. Slide Gates:

1. Maximum vertical dimension of 4 inches excluding the electric motor operator.
2. In the full, open position 1.5 x spiral pitch is exposed to the opening in the direction of transport.
3. Opening at least the full width of the conveyor trough.
4. Steel and UHMW PE 3/16 inch minimum thickness.
5. The UHMW PE shall have a machined groove to accept the gate blade and give a positive seal.
6. Actuators:
   a. Electric actuators meeting the requirements of Section 15101, Valve Operators.
   b. The conveyor manufacturer shall provide electric motor operated gate operator by Rotork model IQ 10, Limitorque model MX 05, or equal.
   c. The actuator shall be NEMA 4 rated, have internal adjustable limit switches, and a manual override hand wheel.
   d. The actuator shall be supported underneath the conveyor trough by supports designed and supplied by the conveyor manufacturer.

E. Trough Cover:

1. Classifying Conveyors: Provide hinged access/inspection cover over drain section with toggle clamps and wire mesh safety guard.
2. Provide fresh air supply and foul air withdrawal connections as shown on construction drawings.

F. Chutes:

1. Provide chutes constructed from 3/16 inch (minimum) thick steel plate reinforced with steel angles.
2. Attach chutes to conveyors with bolted and gasketed flanges.

G. Drive: Complete with motor mount, trough plate, speed reducer, drive shaft assembly.

H. Electric Motors:

1. Motors shall be:
2. 1750 rpm.
3. 480 V, 3 PH, 60 Hz.
4. TEFC.
5. Torque overload cutout.

I. Speed Reducer:

1. Output: As scheduled.
2. Hollow shaft mounted type gear motor rated a minimum AGMA Class II, single, double reduction or triple reduction
3. NORD Gear Corporation Unicase, Atlas Gear Company, or equal.
4. Shaft mounted drive with shrink disc hollow shaft design.
5. Shaft of sufficient diameter to transmit the required torque and welded with a six pass welding process to a coupling plate to effectively transmit torque from the drive shaft to the flight.
6. A gland packing ring consisting of two Teflon coated packing rings shall seal the drive shaft at its penetration through the end plate.
7. Connection of the spiral to the drive system shall be through a flanged connection plate that is welded to the spiral forming a smooth and continuous transformation from the flange plate to the spiral.
8. The drive shaft shall have a mating flange and shall be bolted to the spiral connection plate.
9. A grease lubricated labyrinth seal shall be shaft mounted internally in the conveyor between the back plate and spiral coupling connection.

J. Lubrication:

1. Furnish stainless steel grease extension tube to each bearing.
2. Centralize the location of grease fittings and mount on rack constructed of stainless steel.
3. Locate racks in easily accessible locations.

K. Structural Supports:

1. Provide structural supports as required to install conveyors as shown on manufacturers construction drawings.
2. Include beams, angles, etc., as required and anchoring devices to attach conveyors to structure.

L. Accessories:

1. Emergency Stop Switch: Provide each conveyor with and emergency safety stop switch NEMA 4X, with orange vinyl coated galvanized aircraft cable along both sides and mounting hardware. The quantity of emergency stop switches shall be as shown on the P&IDs and Electrical control schematics.

2. Motion Sensor:
   a. Provide each conveyor with zero speed (motion) switch installed at the opposite end of the motor.
   b. NEMA 4X, 120V.
   c. Shaftless: Control Concepts or equal.
   d. Shafted: Milltronics MFA-4 with MSP-12 probe, or equal from Turck Inc.
3. Conveyor Door Switch: Provide a NEMA 4 direct acting limit switch with normally open contacts rated at 10 Amps, 120 VAC for each access door on the shaftless conveyors. The limit switch shall be a series 802T type by Allen Bradley, Series 9000 by Square D, or equal.

X. EXECUTION (■)

Prior to energizing the collector drives, the Contractor shall take all measurements necessary to assure proper clearances for the collector flights, measure and record alignment of drive and collector shaft wall bearings. Provide a certified copy of the alignment measurements, keyed to permanent markers or monuments within each secondary clarifier basin, to the Owner.

XI. INSTALLATION (■)

A. Surface preparation and Shop coatings

1. All non-galvanized iron and steel surfaces shall be blast-cleaned in accordance with SSPC SP-6 and SP-10 and shall be shop primed and finish coated unless specified otherwise herein.

2. All prepainted purchased equipment such as electric motors shall be coated with an intermediate and final gloss coat of epoxy paint to match the remainder of the unit. An appropriate seal coat cover over the factory finish shall be applied first if recommended by the paint manufacturer. Samples of colors available for painted and plastic surfaces shall be submitted to the Engineer for approval. The unit shall then be furnished in the approved colors.

3. Machined or polished ferrous surfaces such as pipe flanges and machined steel shafts shall be provided with a temporary protective coating of a nondrying oily-type rust preventative compound. Fiberglass, plastic and stainless steel surfaces shall not be coated.

4. Areas to be field welded shall not be shop painted.

B. Installation

1. Installation shall be in strict accordance with the respective manufacturer's instructions and recommendations in the locations shown on the shop drawings and in coordination with all related equipment systems.

2. Installation shall include flushing of oil and grease chambers and furnishing the required oil and grease for initial operation. Proper disposal of the flushed oil and grease shall be the responsibility of the Contractor. The grades of oil and grease shall be as recommended by the equipment manufacturer.

C. Demonstration

1. Demonstrate the following to the Owner's personnel:
   a) One link removal and replacement of collector chain
   b) One link removal and replacement of drive chain
   c) Shear pin replacement
   d) Drive tension adjustment
   e) Collector chain take-up adjustment

XII. FIELD ACCEPTANCE TESTING (I)

1. Furnish the services of a factory representative who has complete knowledge of proper installation, operation and maintenance to inspect the final installation and supervise a test run of the equipment. Initial inspection of the completed facilities includes examining, inspecting, measuring and performing a dry running test to assess the overall readiness of the installation for the field performance testing. Provide a complete report certifying the results of the initial inspection.

2. Working under the direction of the factory representative and in the presence of the Engineer, perform field performance tests for each settling secondary clarifier basin, as follows:
   a. The equipment shall be operated in a dry secondary clarifier basin, only to the extent necessary to observe proper alignment of all shafts, bearings, chain, flights and support rails. All underwater water-lubricated bearings shall be lubricated with grease for the test.
   b. A torque test shall be conducted to check the overload protection equipment. Furnish equipment to test the torque output of the drive unit to verify the setting of the overload protection equipment to protect the drive and collector chains against loads in excess of the rated working loads. The necessary adjustments and settings to the overload devices shall be made to ensure that the collector drive

clutch will disengage the drive motor. A test run shall be conducted following this work to confirm the effectiveness of the overload device.

c. After the settling secondary clarifier basins are filled with wastewater, the equipment shall be tested to demonstrate proper alignment and level and smooth operation of all components. Weirs shall be leveled to within 0.005-ft both within the secondary clarifier basin and from secondary clarifier basin to secondary clarifier basin.
d. The Contractor shall level the leading lip of the scum trough to within 0.01-ft. The troughs shall be shown to be essentially watertight throughout the range of rotating operation. The trough shall be rotated manually using the manual handwheel and shall rotate 180 degrees for scum removal on both sides of the trough.
e. In the event the mechanisms fail to meet the test requirements, the necessary changes and adjustments shall be made and the equipment retested. If the equipment remains unable to meet the test requirements to the satisfaction of the Engineer, it shall be removed and replaced with satisfactory equipment at the Contractor's expense.
f. The Contractor shall be responsible for arrangements and pay for all labor, water and power required for the above testing.
g. Verify the setting and performance of all alarms. Verify the performance of all controls and related SCADA indicators.

END OF DESCRIPTION OF WORK

XIII PREVAILING WAGE RATE DETERMINATION

Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

T/O Poughkeepsie

peter hobday, Ass't Town Engineer
T/O Poughkeepsie
1 Overocker Road
Poughkeepsie NY 12601

Schedule Year	2014 through 2015
Date Requested	08/19/2014
PRC#	2014007854

Location	Arlington Wastewater Plant
Project ID#	2014-04
Project Type	remove and replace flight type sludge collection system in all 3 clarifier basins and remove and replace scum collection system in all 3 clarifier basins

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2014 through June 2015. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, 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.

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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

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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* 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: _____

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

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

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

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

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

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

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

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

To use the '4 Day / 10 Hour Work Schedule':

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

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

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

Requestor Information:

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

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 ***-OR -***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

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

Before completing Form PW30R check to be sure ...
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-6)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	☐
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249a West	60		☐
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		☐
Electrical Lineman	1249aWestLT	60		☐
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	☐
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		☐
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		☐
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		☐
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	☐
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		☐
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		☐
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		☐
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		☐
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		☐
Laborers - Building	322-2H	17, 23, 25, 45		☐
Laborers - Building	785(7)	4	9, 13, 54	☐

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐
Mason-Building	3b-Co-Z2	8, 49, 51	2	☐
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		☐
Mason-Building	3B-Ith-Z2	12, 55		☐
Mason-Building	3B-Jam-Z2	7	2, 5	☐
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	☐
Mason-Building	3B-Z3	15, 32, 37	5	☐
Mason-Building-Residential	3B-Z3R	15, 32, 37	5	☐
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	☐
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	☐
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	☐
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	☐
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		☐
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	☐
Operating Engineer - Heavy& Highway	832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	☐
Painter	150	28, 59, 62	26, 35	☐
Painter	178 B	4, 9, 54		☐
Painter	178 E	8, 49	51	☐
Painter	178 I	12, 55		☐
Painter	178 O	13, 39		☐
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	☐
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		☐
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		☐
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	☐
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	☐
Teamsters-Building/Heavy&Highway	456	40, 60		☐
				☐
				☐
				☐

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Dutchess County General Construction

Boilermaker 08/01/2014

JOB DESCRIPTION Boilermaker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2014	01/01/2015
Boilermaker	$ 50.45	$ 51.56
Repairs & Renovations	$ 50.45	$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014	01/01/2015
Boilermaker	32% of hourly Wage Paid	32% of hourly Wage Paid
Repairs & Renovations	+ $25.16	+ $25.19

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

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

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

HOLIDAY

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2014 32% of Hourly Wage Paid plus amount below	01/01/2015 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.25	$ 19.27
2nd Term	20.10	20.11
3rd Term	20.94	20.95
4th Term	21.78	21.80
5th Term	22.62	22.65
6th Term	23.47	23.49
7th Term	24.31	24.33

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

4-5

Carpenter 08/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per Hour: 07/01/2014

Marine Construction:

Marine Diver	$ 61.30
Marine Tender	43.45

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman	$ 46.09

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

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

8-1456MC

Carpenter 08/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per hour: 07/01/2014

Carpet/Resilient Floor Coverer	$ 49.88

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

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer	$ 44.07

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

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

Paid: for 1st & 2nd yr. Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES
Wage per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$19.95	$24.94	$32.42	$39.90

Supplemental benefits per hour:

$ 30.22

8-2287

Carpenter 08/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Orange

WAGES
Per hour: 07/01/2014

Building:

Millwright	$ 38.12

SUPPLEMENTAL BENEFITS

Per hour paid:
Journeyman $ 37.85

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

HOLIDAY
HOLIDAY:
Paid: See (18,19) on HOLIDAY PAGE.
Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:

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

1st	2nd	3rd	4th
$20.97	$24.78	$28.59	$36.21

Supplemental benefits per hour:

1st	2nd	3rd	4th
$26.55	$28.74	$31.44	$35.31

8-740.2

Carpenter - Building / Heavy&Highway 08/01/2014

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES
WAGES:(per hour)

	07/01/2014
Carpenter	$ 34.17
Carpenter-Floor Coverer*	34.17
Dockbuilder/Piledriver	34.17
Diver Tender	34.17
Diver(WET)	50.00
Diver(DRY)	30.00

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.
* Note: Rate DOES NOT apply in Orange or Dutchess County.
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 two (2) hours pay per day including benefits on all classifications including apprentices. For work on smokestacks, silos, or steeples more than fifty (50) feet high, an additional $2.00 per hour, payable from the ground up.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker $ 24.59

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

HOLIDAY
BUILDING:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
HEAVY/HIGHWAY:
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE including benefits.
Overtime: See (5*, 6*, 16**, 25**) on HOLIDAY PAGE.
* NOTE: For Holidays 5 and 6 code T applies, with benefits at straight time rate.
** NOTE: For Holidays 16 and 25 code Q applies, with benefits at straight time rate.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th
$17.28	$20.23	$23.17	$26.12

Supplemental Benefits per hour paid:

Apprentices
All terms $ 14.98

11-279.2B/H&H

Electrician 08/01/2014

JOB DESCRIPTION Electrician **DISTRICT** 11

ENTIRE COUNTIES
Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Only in the Townships of Andes, Harpersfield, Kortwright,Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.
Dutchess: All of the county except for the towns of Fishkill,East Fishkill, and Beacon.
Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

Per hour:	07/01/2014	04/01/2015
Electrician Wireman/Technician		
Electrical/Technician Projects under $ 250,000.00	$ 37.00	$ 38.00
Electrical/Technician Projects over $ 250,000.00	$ 41.00	$ 42.00

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am		
Electrical/Techincian Projects under $ 250,000.00	$ 43.41	$ 44.59
Electrical/Techincian Projects over $ 250,000.00	$ 48.11	$ 49.28
Shift worked between 12:30am & 8:30am		
Electrical/Techincian Projects under $ 250,000.00	$ 48.63	$ 49.94
Electrical/Techincian Projects over $ 250,000.00	$ 53.89	$ 55.20

On jobs where employees are required to work from bosun chairs, swinging scaffolds, etc.,forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional $2.00 per hour above the regular straight time rate.
On jobs where employees are required to have CDL, Asbestos License, Welding Certificate, or Cable Splicing shall receive an additional $ 1.00 above the journeyman rate.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2014
Journeyman	$ 23.77 plus 6% of wage

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages: (6) 1 year terms at the following percentage of journeyman's wage.*

1st	2nd	3rd	4th	5th	6th
30%	40%	50%	65%	70%	75%

* Denotes average Journeyman Wireman rate of pay of all wage zones.
Supplemental Benefits per hour worked:

	07/01/2014	04/01/2015
1st term	$ 11.17 plus 6% of wage	$ 11.37 plus 6% of wage
2nd term	12.67 plus 6% of wage	$ 12.87 plus 6% of wage
3rd term	14.67 plus 6% of wage	$ 14.87 plus 6% of wage
4th term	16.67 plus 6% of wage	$ 16.87 plus 6% of wage
5th & 6th term	19.67 plus 6% of wage	$ 19.87 plus 6% of wage

11-363/2

Electrician 08/01/2014

JOB DESCRIPTION Electrician **DISTRICT** 11

ENTIRE COUNTIES
Orange, Putnam, Rockland

PARTIAL COUNTIES
Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES
Per hour:

	07/01/2014	04/01/2015
Electrician Wireman/Technician	$ 41.00	$ 42.00

*SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	$ 48.11*	$ 49.28*
Shift worked between 12:30am & 8:30am	$ 53.89*	$ 55.20*

On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc.,forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional $2.00 per hour above the regular straight time rate.
On jobs where a CDL, Asbestos License, Welding Certificate or Cable Splicing is required an additional $1.00 above the Journeyman rate is to be paid.

SUPPLEMENTAL BENEFITS
Per hour worked:

	07/01/2014
Journeyman	$ 23.77 plus 6% of wage

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:

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

1st	2nd	3rd	4th	5th	6th
30%	40%	50%	65%	70%	75%

* Denotes average Journeyman Wireman rate of all wage zones

Supplemental Benefits per hour worked:

	07/01/2014	04/01/2015
1st term	$ 11.17 plus 6% of wage	$ 11.37 plus 6% of wage
2nd term	$ 12.67 plus 6% of wage	$ 12.87 plus 6% of wage
3rd term	$ 14.67 plus 6% of wage	$ 14.87 plus 6% of wage
4th term	$ 16.67 plus 6% of wage	$ 16.87 plus 6% of wage
5th & 6th term	$ 19.67 plus 6% of wage	$ 19.87 plus 6% of wage

11-363/1

Elevator Constructor 08/01/2014

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford
Rockland: Only the Township of Stony Point.
Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2014	01/01/2015
Mechanic	$ 51.55	$ 52.51
Helper	70% of Mechanic Wage Rate	

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

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

SUPPLEMENTAL BENEFITS
Per hour worked

	07/01/2014	01/01/2015
Journeyman/Helper	$ 26.785*	$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years 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:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier 08/01/2014

JOB DESCRIPTION Glazier **DISTRICT** 8

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

WAGES

Per hour:	07/01/2014	11/01/2014	05/01/2015
Glazier	$ 51.00*	$ 51.35*	Additional $ 1.50**
Scaffolding	$ 52.00*	$ 52.35*	Additional $ 1.50**

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

Repair & Maintenance	$ 26.70*	$ 26.70*	Additional $ 0.60**

Repair & Maintenance- All repair & maintenance work on a particular building,whenever performed, where the total cumulative contract value is under $100,000.00.

*Additional $ .10 per hour for all regular hours worked
**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2014	11/01/2014	05/01/2015
Journeyworker	$ 26.69	$ 27.19	$ 27.19
Repair & Maintenance	16.14	16.14	16.14

OVERTIME PAY

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

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

	07/01/2014	11/01/2014	05/01/2014
1st term	$ 17.05	$ 17.25	$ 17.25
2nd term	25.24	25.24	25.24
3rd term	30.40	30.81	30.81
4th term	40.75	41.27	41.27

Supplemental Benefits:
(Per hour worked)

1st term	$ 13.17	$ 13.32	$ 13.32
2nd term	22.45	22.45	22.45
3rd term	24.95	25.30	25.30
4th term	30.07	30.22	30.22

8-1281 (DC9 NYC)

Insulator - Heat & Frost 08/01/2014

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2014
Insulator	$ 46.90
Fire Stop Work*	$ 24.48

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

Note: Additional $0.50 per hour for work 30 feet or more above floor or ground level.

Note:On the last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyworker	$ 30.42
Fire Stop Work:	
Journeyworker	$ 15.52

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid:	See (1) on HOLIDAY PAGE.
Overtime:	See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.
	*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms.

MEMBERS PRIOR TO MAY 28, 2012

1st	2nd	3rd	4th
$ 22.80	$ 24.70	$ 33.45	$ 37.93

MEMBERS INDENTURED AFTER MAY 28, 2012

1st	2nd	3rd	4th
$ 20.00	$ 24.48	$ 33.45	$ 37.93

Supplemental Benefits paid per hour paid:

Apprentices:

1st term	$ 12.53
2nd term	15.52
3rd term	21.45
4th term	24.47

8-91

Ironworker 08/01/2014

JOB DESCRIPTION Ironworker **DISTRICT** 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2014
Structural	$ 44.12
Reinforcing*	$ 44.12
Ornamental	$ 44.12
Chain Link Fence	$ 44.12

Shift Work: any irregular or off shift shall be paid 8 hours for 7 hours work.

*NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland county's southern section (south of Convent Road and east of Blue Hills Road).

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	$ 32.03

OVERTIME PAY

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

*Note: Double Time after 10 hours Monday thru Friday.

**Note: On Saturdays, double time after 8 hours.

HOLIDAY

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

REGISTERED APPRENTICES
Wages:

(1) year terms at the following wage.

1st	2nd	3rd	4th
$ 22.06	$ 26.47	$ 30.88	$ 35.30

Supplemental Benefits per hour worked:

1st year	$ 27.39
2nd year	$ 28.32
3rd year	$ 29.25
4th year	$ 30.18

11-417

Laborer - Building 08/01/2014

JOB DESCRIPTION Laborer - Building **DISTRICT** 11

ENTIRE COUNTIES
Dutchess

PARTIAL COUNTIES
Columbia: Only the Townships of Greenport, Claverack, Philmont,Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES
ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2014	06/01/2015
Premium	$ 36.50	$ 37.20

Shift Differential: On all Govermental mandated irregular or off shift work, an additional 25% of wage and benefits are required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.25	$ 25.35

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
Double time paid after the eigth hour on Saturday

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

11-17tox B

Laborer - Building 08/01/2014

JOB DESCRIPTION Laborer - Building **DISTRICT** 8

ENTIRE COUNTIES
Dutchess

PARTIAL COUNTIES
Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES
GROUP # 1:
All Laborers except those listed in Group 2

GROUP # 2:
Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

	07/01/2014

GROUP # 1	$ 29.90
GROUP # 2	32.25

Note: Any job requiring Hazwopper Certification will pay $1.00 above job classification wage rate.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 24.20

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

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour

	07/01/2014
1000 Hour terms	
1st term	$ 18.60
2nd term	21.25
3rd term	23.90
4th term	27.05

Note: Any job requiring Hazwopper Certification will pay $1.00 above job classification wage rate.

Supplemental Benefits per hour worked

$ 13.20

8-235

Laborer - Heavy&Highway 08/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Dutchess

PARTIAL COUNTIES
Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake,Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES
GROUP # 1:
Flagperson, Placing & maintenance of all flares, cones, lights, signs, barricades, traffic patterns and all reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room.

GROUP # 2:
All Other Classifications not listed in Group # 1 or Group # 3

GROUP # 3:
Asphalt Raker, Asphalt Screedman, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Laser Beam Operator, Metal Form Setters/Aligners (sidewalk), Blaster,

WAGES per hour

	07/01/2014
Group # 1	$ 26.80
Group # 2	30.56
Group # 3	31.56

Note: All employees working on a project that requires Hazwopper Certification will receive $1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

SUPPLEMENTAL BENEFITS
Per hour worked & paid Holidays

Journeyman	$ 24.10

OVERTIME PAY

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

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour year terms

1st Term	$ 16.55
2nd Term	19.25
3rd Term	22.00
4th Term	25.20

Note: All employees working on a project that requires Hazwopper Certification will receive $1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour worked & paid Holidays

1st Term $ 14.15

8-235h

Laborer - Heavy&Highway 08/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Dutchess

PARTIAL COUNTIES
Columbia: Only the Townships of Greenport, Philmont, Germantown,Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

WAGES
ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION(Five feet or more outside of building foundation line)
WAGES:(per hour)

07/01/2014

Protective Gear Not Required (Class 2)
$ 36.55

Protective Gear Required (Class 3)
$ 38.55

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage on straight time pay.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyman
$ 23.70

SHIFT DIFFERENTIAL: $ 26.35 for irregular or off shift work

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

HOLIDAY
Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE
Overtime: See (*1) on HOLIDAY PAGE
*NOTE: If Saturday Holiday is worked, Code S applies.

REGISTERED APPRENTICES
Wages per hour

1000 hour 1 year terms

1st term	$ 17.57
2nd term	20.77

3rd term	23.96
4th term	27.16

Supplemental Benefits per hour paid:

Apprentice	$ 18.90

11-17tox HH

Laborer - Tunnel 08/01/2014

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Orange, Otsego, Sullivan, Ulster

PARTIAL COUNTIES
Chenango: Townships of Columbus, Sherburne and New Berlin.
Columbia: Townships of Ancram, Claverack, Claremont, Copake, Galatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.
Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.
Greene: Township of Catskill

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

WAGES: (per hour)

	07/01/2014
Class 1	$43.00
Class 2	$45.00
Class 4	$51.00

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

SHIFT DIFFERENTIAL: 2nd and 3rd shift or an irregular shift shall be paid at time and one half the regular rate Monday through Friday.
Saturday shall be paid at 1.65 times the regular rate.
Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 24.75 on straight hours
	$ 37.13 on shift work, overtime, irregular work, Saturday, Sunday and Holiday hours.

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

HOLIDAY

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

* Double rate and benefits if worked

11-17Tun

Laborer - Tunnel 08/01/2014

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 8

ENTIRE COUNTIES
Dutchess

PARTIAL COUNTIES
Columbia: Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake,Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES
Tunnel Group #1 All clearing, tempoary and permanent roadsand parking areas, landscaping, erosion controll, traffic maintenance, flagging, dump area,and tempoary lighting above the tunnel operations.

Tunnel Group #2 All laborers involed in tunnel operations, including but not limited to subways, sewer, water, vehicular and utility tunnels, and shafts, manholes and access way in connection therewith.

WAGES per hour	07/01/2014
Group #1	$ 30.91
Group #2	40.47

Note: All employees working on a project that requires Hazwopper Certification will receive $1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

SUPPLEMENTAL BENEFITS
Per hour worked & paid Holidays

Journeyman	$24.50

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

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES
1000 hour year terms

1st Term	$ 16.55
2nd Term	19.25
3rd Term	22.00
4th Term	25.20

Note: All employees working on a project that requires Hazwopper Certification will receive $1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental benefits per hour worked & paid Holidays

$ 14.15

8-235TW

Lineman Electrician 08/01/2014

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

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)

	07/01/2014	05/04/2015	05/02/2016
			Additional
Lineman, Technician	$ 45.51	$ 46.90	$ 2.50*
Crane, Crawler Backhoe	45.51	46.90	2.50*
Welder, Cable Splicer	45.51	46.90	2.50*
Digging Machine Operator	40.96	42.21	2.50*
Tractor Trailer Driver	38.68	39.87	2.50*
Groundman, Truck Driver	36.41	37.52	2.50*
Mechanic 1st Class	36.41	37.52	2.50*
Flagman	27.31	28.14	2.50*

* To be allocated at a later date.
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)

			Additional
Lineman, Technician	$ 45.51	$ 46.90	$ 2.50*
Crane, Crawler Backhoe	45.51	46.90	2.50*
Cable Splicer-Pipe Type Cable	50.06	51.59	2.50*
Cert. Welder-Pipe Type Cable	47.79	49.25	2.50*
Digging Machine Operator	40.96	42.21	2.50*
Tractor Trailer Driver	38.68	39.87	2.50*
Mechanic 1st Class	36.41	37.52	2.50*
Groundman, Truck Driver	36.41	37.52	2.50*
Flagman	27.31	28.14	2.50*

* To be allocated at a later date.
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)

			Additional
Lineman, Technician, Welder	$ 46.80	$ 48.20	$ 2.50*
Crane, Crawler Backhoe	46.80	48.20	2.50*
Digging Machine Operator	42.12	43.38	2.50*
Tractor Trailer Driver	39.78	40.97	2.50*
Groundman, Truck Driver	37.44	38.56	2.50*
Mechanic 1st Class	37.44	38.56	2.50*
Flagman	28.08	28.92	2.50*
Cert. Welder-Pipe Type Cable	49.14	50.61	2.50*
Cable Splicer-Pipe Type Cable	51.48	53.02	2.50*

* To be allocated at a later date.
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)

			Additional
Lineman, Technician, Welder	$ 48.02	$ 49.41	$ 2.50*
Crane, Crawler Backhoe	48.02	49.41	2.50*
Cable Splicer	48.02	49.41	2.50*
Digging Machine Operator	43.22	44.47	2.50*
Tractor Trailer Driver	40.82	42.00	2.50*
Groundman, Truck Driver	38.42	39.53	2.50*
Mechanic 1st Class	38.42	39.53	2.50*
Flagman	28.81	29.65	2.50*

* To be allocated at a later date.
Additional $1.00 per hour for entire crew when a helicopter is used.

** 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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

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

$ 19.75 $ 20.50

	*plus 7% of hourly wage	*plus 7% of hourly wage

*The 7% 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: 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 %

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.

SUPPLEMENTS for holidays paid at straight time

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata 08/01/2014

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2014
Cable Splicer	$ 29.12
Installer, Repairman	27.64
Teledata Lineman	27.64
Technician, Equipment Operator	27.64
Groundman	14.66

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

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 4.43
*plus 3% of wage paid

*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, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting **08/01/2014**

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

ENTIRE COUNTIES
Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES
Lineman/Technician shall perform all overhead aerial work and make all electrical connections.

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, chain saws, 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 ground man/truck driver may install conduit, pipe, cables and equipment.

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

(Ref #14.01.02)

Per hour:

	07/01/2014	05/04/2015	05/02/2016
			Additional
Lineman, Technician	$ 41.39	$ 42.32	$ 2.00*
Crane, Crawler Backhoe	41.39	42.32	2.00*
Certified Welder	43.46	44.44	2.00*
Digging Machine	37.25	38.09	2.00*
Tractor Trailer Driver	35.18	35.97	2.00*
Groundman, Truck Driver	33.11	33.86	2.00*
Mechanic 1st Class	33.11	33.86	2.00*
Flagman	24.83	25.39	2.00*

* To be allocated at a later date.

Above rates applicable on all Lighting and Traffic Signal Systems and the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

** 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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

All classifications	$ 19.75 *plus 7% of hourly wage	$ 20.50 *plus 7% of hourly wage

* The 7% 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: 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%

HOLIDAY

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 24.83	$ 26.90	$ 28.97	$ 31.04	$ 33.11	$ 35.18	$ 37.25

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aReg8LT

Lineman Electrician - Tree Trimmer 08/01/2014

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

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.

	07/01/2014
Tree Trimmer	$ 22.41
Equipment Operator	19.77
Equipment Mechanic	19.77
Truck Driver	16.71
Groundman	13.71
Flag person	9.76

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

$ 8.72
*plus 3% of
hourly wage

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

6-1249TT

Mason - Building 08/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Wages:	07/01/2014	01/01/2015
Marble Cutters& Setters	$ 55.85	$ 56.15

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 29.58	$ 30.31

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

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

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
$ 22.34	$25.13	$27.93	$30.72	$33.51	$36.30	$39.10	$41.89	$47.47	$53.06

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$21.86	$22.51	$23.14	$23.80	$24.43	$25.07	$25.71	$26.36	$27.64	$29.93

9-7/4

Mason - Building 08/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2014	12/01/2014	06/01/2015
Building			
Tile, Marble, & Terrazzo Finisher	$40.05	$40.75	$41.45

MAY BE ALLOCATED BETWEEN WAGES AND BENEFITS

SUPPLEMENTAL BENEFITS
Journeyman: 07/01/2014

Per Hour. $ 23.41*
plus $ 6.31
* This portion of benefit subject to same premium as wages

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
* Double time rate applies after 10 hours

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

9-7/88B-tf

Mason - Building 08/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES
Per hour:

	07/01/2014	12/01/2014	06/01/2015
Building:			
Tile, Marble,& Terrazzo Mechanic/Setter	$ 45.85	$ 46.80	$ 47.75

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyman: $ 21.90*
plus $6.41

* This portion of the benefits subject to same premium as overtime wages.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
Double time rate applies after 10 hours

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

REGISTERED APPRENTICES
Wages per hour:

(750 hour) terms at the following wages:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$22.59	$26.22	$29.05	$31.90	$34.51	$37.14	$37.95	$40.20	$42.82	$44.36

Effective 12/01/2014 an additional:

$0.48	$0.52	$0.57	$0.62	$0.67	$0.71	$0.76	$0.81	$0.86	$0.90

Effective 06/01/2015 an additional:

$0.48	$0.52	$0.57	$0.62	$0.67	$0.71	$0.76	$0.81	$0.86	$0.90

NOTE: ADDITIONAL INCREASES MAY BE ALLOCATED BETWEEN WAGES AND BENEFITS

Supplemental Benefits (per Hour):

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$13.35*	$13.35*	$13.85*	$14.60*	$15.35*	$16.35*	$15.35*	$16.35*	$17.35*	$18.85*
+$.66	+$.69	+$1.03	+$1.07	+$1.38	+$1.42	+$5.26	+$5.62	+5.66	+$7.33

*This portion of the benefits subject to the same premium as overtime wages.

9-7/52B

Mason - Building 08/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
Orange: Entire county except the Township of Tuxedo.

WAGES
Per hour:

	07/01/2014	06/01/2015
Bricklayer	$ 38.37	$ 39.14
Cement Mason Bldg*	38.37	39.14
Plasterer/Stone Mason	38.37	39.14
Pointer/Caulker	38.37	39.14

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental agency contracts, the following rates apply:

Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half times wages and benefits

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 29.23	$ 30.36

OVERTIME PAY
Cement Mason See (B, E2, H, V) on OVERTIME PAGE.

All Others 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 Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before September 1, 2009 receive full journeyman benefits

11-5du-b

Mason - Heavy&Highway 08/01/2014

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
Orange: Entire county except the Township of Tuxedo.

WAGES
Per hour:

	07/01/2014	06/01/2015
Bricklayer	$ 38.87	$ 39.64
Cement Mason*	38.87	$ 39.64
Marble/Stone Mason	38.87	$ 39.64
Plasterer	38.87	$ 39.64
Pointer/Caulker	38.87	$ 39.64

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:
Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half times wage and benefits

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 29.23	$ 30.36

OVERTIME PAY
See (B, O) on OVERTIME PAGE
Cement Mason See (B, H, V)

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

REGISTERED APPRENTICES
Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before September 1, 2009 receive full journeyman benefits

11-5du-H/H

Operating Engineer - Building 08/01/2014

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I:
Cranes(All Types up to 49 tons), Boom Trucks, Cherry Pickers, Clamshell Crane, Derrick, Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Conventional and Hydraulic.

Cranes (All types 100 tons and over), Tower, Climbing, Conventional, Hydraulic.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator,Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist-Single, Double or Triple Drum, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator,and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Maintenance Engineer, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame).

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types, Negative Air Machine (Asbestos Removal),Push Button (Buzz Box) Elevator.

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Concrete Pump, Crane Operator in Training(Over 100 Tons, Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Concrete Buggy(One yard and up, Ride on dumper,Benford or Similar) Fire Watchman, Forklift(All power soucres),Joy Drill or similar,Tractor Drilling Machine, Loader(1 1/2 yards and under),Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer(Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu.Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand stone-cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5),

GROUP IV-B: Compressor(Under 125 cu.Feet), Heater(All Types), Lighting Unit (Portable & Generator) Pump,Pump Station(Water,Sewer, Portable, Temporary), Steam Jenny, Sweeper, Chipper, Mulcher, Welding Machine (Steel Erection & Excavation)

GROUP V: Crane Operator in Training(65 Tons to 100 Tons), Mechanics Helper,Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-A: Welder,Certified.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2014
GROUP I	
Cranes- up to 49 tons	$ 56.58
Cranes- 50 tons to 99 tons	58.58
Cranes- 100 tons and over	67.01
GROUP I-A	49.42
GROUP I-B	45.47
GROUP II	47.65
GROUP III-A	45.87
GROUP III-B	43.62
GROUP IV-A	45.40
GROUP IV-B	38.24
GROUP V	41.30
GROUP VI-A	48.50
GROUP VI-B	
Utility Man	39.14
Warehouse Man	41.07

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.
Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.
Loader operators over 5 cubic yard capacity additional .50 per hour.
Shovel operators over 4 cubic yard capacity additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2014
Journeyworker	$ 18.93 Per hour paid +$8.02 Per hour worked

OVERTIME PAY
OVERTIME:..... See (B, E,P,R*,U**,V) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Paid:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.
Overtime:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.
* For Holiday codes 11, 12, 15, 25, code R applies.
** For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

8-137B

Operating Engineer - Building 08/01/2014

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 9

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

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE:Construction surveying
Party chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour)	07/01/2014	07/01/2015
Building Constr:		
Party Chief	$57.27	
Instrument Man	$44.48	
Rodman	$28.71	
Steel Erection:		
Party Chief	$58.50 plus $ 2.52*	An additional $ 2.52*

Instrument Man	$45.53 plus 2.16*	$ 2.16*
Rodman	$30.43 plus 1.73*	$ 1.73*

Heavy Construction-NYC counties only:
Foundation, Excavation.

Party Chief	$62.61
Instument man	$46.00
Rodman	$38.61

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014
All Classifications	$ 30.62
Premium*	
All Catergories	$ 42.74
Premium**	
All Classes	$ 54.84

*Apply to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the regular rate are paid

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

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

9-15Db

Operating Engineer - Building 08/01/2014

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

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 A1:
Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, 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 fine 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, hod hoist, A-L frame winches, core and well drillers (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 tired loader under four cubic yards, vac truck.

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	07/01/2014
Class # A1	$ 37.90
Class # A	37.46
Class # B	36.55
Class # C	33.98

Additional $0.50 per hr for Tower Cranes.
Additional $1.00 per hr for Cranes with Boom length & jib 150ft. and over.
Additional $2.00 per hr for Cranes with Boom length & jib 200ft. and over.
Additional $2.00 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 worked

Journeyman	$ 23.87

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 the holiday pay.

REGISTERED APPRENTICES
Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2014
All terms	$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway 08/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: South of the North city line of Poughkeepsie

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the Survey Crew
Catorgories cover GPS & Underground Suveying

Per Hour:	07/01/2014
Party Chief	$ 60.29
Instrument Man	44.16
Rodman	36.93

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014
All Catorgories Straight Time:	$ 30.62

Premium:

Time & 1/2	$ 42.74
Double Time	$ 54.94

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid:	See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime:	See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway 08/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline,Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual purpose and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, chipper (all types), close circuit t.v., Compactor with Blade,Concrete Portable Hoist, C.M.I. or Similar, Conway or Similar Mucking Machines, Gradall, Shovel Backhoe, etc. Grader, Derrick (Stone-Steel) Elevator & Cage, Front End Loaders over 1 1/2yds Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull (Scrapers over 20 yds struck), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter, Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, Spreader (asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or Similar, Tractor type Demolition Equipment, Whirly,P-811 Track Renewal Machine-Similiar, certified Welder, Excavator (and all attachments).

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver-Asphalt.

GROUP II-A: Balast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibratory Roller, etc., Roller 4 ton and over, Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Farm Tractor (All Types), Forklift (All), Gas Tapping(Live),Hydroseeder, Loader 1 1/2 yards and under, Locomotive(All Sizes), Machine Pulling Sheep's Foot Roller, Portable Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Roller (Under 4 ton), Stone Crusher, Sweeper, Turbo JetBurner or Similar, Sheer Excavator, Skid Steer/Bobcat, Well Drilling Machine.

GROUP IV-A: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine, Heater all types, Lighting Unit (Portable & Generator), Mechanic's Helper, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Stock Room Attendant, Welding Machine Steel Erection Excavation), Well Point System, Welder's Helper,

GROUP V-A: Engineer-All Tower Cranes-All Climbing Cranes and all cranes of 100 ton capacity or greater(3900 Manitowac or similar), Hoist Engineer(Steel), Engineer-Pile Driver, Welder-Certified, Jersey Spreader, Pavement Breaker(Air Ram), Post Hole Digger.

WAGES: (per hour)

	07/01/2014
Group I	$ 54.40
Group I-A	48.07
Group I-B	50.60
Group II-A	46.07

Group II-B	47.48
Group III	45.28
Group IV-A	41.24
Group IV-B	35.54
Group V-A	
Engineer All Tower,Climbing and Cranes of 100 Tons	61.50
Hoist Engineer(Steel)	55.78
Engineer(Pile Driver)	59.42
Jersey Spreader,Pavement Breaker. (Air Ram)Post Hole Digger	47.12

SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity $0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity $1.00 per hour over the rate listed in the Wage Schedule.

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
(per hour)

Journeyman: 07/01/2014

$17.37 on all hours paid
PLUS $8.00 for first 40 hours worked

PLUS $1.00 on all hours worked

OVERTIME PAY
See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY
Paid:..... See (5, 6, 8, 9, 15, 25) on HOLDIAY PAGE
Overtime..... See (5, 6, 8, 9, 15, 25) on OVERTIME PAGE

* For Holiday codes 8,9,15,25 code R applies
** For Holiday Codes 5 & 6 code U applies
Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rate.

	07/01/2014
1st term	$ 22.64
2nd term	27.16
3rd term	31.69
4th term	36.22

Supplemental Benefits per hour:

Apprentices: 07/01/2014

$ 17.37 on all hours paid
PLUS $1.00 on all hours worked

8-137HH

Operating Engineer - Heavy&Highway **08/01/2014**

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

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

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.
Herkimer: That portion of the county that lies east of a line drawn due north and due south through the railroad station in Little Falls, NY

WAGES

CLASSIFICATION A:
Asphalt Curb Machine (Self Propelled, Slipform), 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, 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.), Quad 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:
Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Cherry Picker (5 tons capacity and under), 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, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration 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, Vac Truck, 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), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S 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), Scarifier (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

	07/01/2014
Master Mechanic	$ 39.02
Class A*	37.41
Class B	36.50
Class C	33.93

Additional $2.00 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.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	$ 24.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

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

Supplemental Benefits per hour worked

	07/01/2014
All Terms	$ 19.50

1-158H/H Alb

Operating Engineer - Heavy&Highway - Tunnel 08/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel **DISTRICT** 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane (Crane on Barge-Under 100 Tons), Hoist Engineer (Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe & Dual purpose & similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boat Captain, Boring Machine(all types), Bull Dozer-all types, Central Mix Plant Operator, Cherry Picker(Cableway or hydraulic), Chipper-all types, Close Circuit T.V., Compactor with Blade, Concrete Portable Hoist, C.M.I. or similar, Conway or similar Mucking Machine, Crane(Crawler or Truck) dragline, Gradall, Shovel Backhoe, etc. Grader, Derrick(Stone-Steel), Elevator & Cage(materials or passengers), Front End Loaders over 1 1/2 yards, Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer-Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull(Scrapers over 20 yards struck), Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(concrete), Pulsemeter, Push Button(Buzz Box)Elevator, Raise Boring Machine, Road Mix Machines. Robot Hammer(Brock or similar), Robotic EquipmentRoss Carrier and similar machines, Shovels(Tunnels), Side Boom, Slip Form Machine, Spreader(Asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar, Tractor type demolition equipment, Whirly.

GROUP I-B: Road Paver(Asphalt).

GROUP II-A: Balast Regulators, Compactor Self-propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Roller 4 ton and over, Scrapers (20 yard struck and under), Switch Tampers, Vibratory Roller, etc., Welder.

GROUP II-B: Mechanic(outside) all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor(all types), Finishing Machine(Concrete) Fine Grading Machine, Firemen, Forklift(ALL), John Henry Drill or similar, Joy Drill or similar Tractor Drilling Machine, Loader 1 1/2 yards and under, Locomotive(all sizes), Maintenance Engineer, Machine Pulling Sheeps Foot Roller, Material Hopper, Mixer Concrete(21-E & over), Mulching Grass Spreader, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo Jet Burner or similar, Well Drilling Machine, Winch Truck "A' Frame.

GROUP IV-A: Service Person(Fuel Truck), Service Person(Grease Truck).

GROUP IV-B: Bending Machine, Compressor-Compressor Plant-Paint, Compressor-Steel Erection, Compressor Truck Mounted(2-6), Conveyor Belt Machine, Dust Collector, Heater(all types), Lighting Unit(portable & generator), Mixer Concrete under 21-E, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or similar), Roller Motorized(Walk behind), Steam Jenny, Stock Room Attendant, Syphon Pump-Air-Stream, Tar Joint Machine, Vibrator(1 to 5), Welding Machine, Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger
WAGES: (per hour)

	07/01/2014
GROUP I	$ 54.40
GROUP I-A	48.07
GROUP I-B	50.60
GROUP II-A	46.07
GROUP II-B	47.48
GROUP III	45.28
GROUP IV-A	41.24
GROUP IV-B	35.54
GROUP V-A	
Engineer-Cranes	61.50
Engineer-Pile Driver	59.42
Hoist Engineer	55.78
Jersey Spreader	47.12
Pavement Breaker	47.12
Post Hole Digger	47.12

SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive $0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional $1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional $0.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

07/01/2014
$ 17.37 on all hours paid
+$8.00 limited to first 40 hours worked
+$1.00 for all hours worked

OVERTIME PAY
See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
* Note: For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rates.

07/01/2014

1st year
$ 22.64 per hr.

2nd year
$ 27.16 per hr.

3rd year
$ 31.69 per hr.

4th year
$ 36.22 per hr.

Supplemental Benefits per hour:

Apprentices:	07/01/2014
	$ 17.37 all hours paid +$1.00 for all hours worked

8-137Tun

Operating Engineer - Marine Construction 08/01/2014

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

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

WAGES
Per Hour:

DREDGING OPERATIONS	07/01/2014	10/01/2014
CLASS A Operator, Leverman, Lead Dredgeman	$ 34.73	$ 35.63
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.05	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 28.30	$ 29.01
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 27.54	$ 28.22
Welder (please add)$ 0.06		
Boat Operator	$ 26.55	$ 27.30
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.17	$ 22.68
Oiler(please add)$ 0.09		

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2014	10/01/2014
All Classes A & B	$ 9.42 plus 8% of straight time wage, Overtime hours add $ 0.63	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.12 plus 8% of straight time	$ 9.69 plus 8% of straight time

	wage, Overtime hours add $ 0.48	wage, Overtime hours add $ 0.48
All Class D	$ 8.82 plus 8% of straight time wage, Overtime hours add $ 0.33	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

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

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

4-25a-MarConst

Operating Engineer - Survey Crew 08/01/2014

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

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

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 and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2014	07/01/2015
Party Chief	$ 35.49	$ 36.53
Instrument Person	32.53	33.46
Rod Person	23.83	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 22.75	$ 23.75

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

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms for Instrument & Rod Persons at the following rates:

	07/01/2014	07/01/2015
0-1000 Hrs	$ 14.30	$ 14.68
1001-2000 Hrs	16.68	17.12
2001-3000 Hrs	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

All Terms	$ 22.75	$ 23.75

12-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 08/01/2014

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

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

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 runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2014	07/01/2015
Party Chief	$ 35.49	$ 36.53
Instrument Person	32.53	33.46
Rod Person	23.83	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 22.75	$ 23.75

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

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

12-545 DCE

Operating Engineer - Survey Crew - Consulting Engineer 08/01/2014

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

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

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: Survey Classifications	07/01/2014	07/01/2015 Additional	07/01/2016 Additional
Party Chief	$35.55 + $1.06*	$1.63*	$2.24*
Instrument Man	29.41 + 0.94*	1.44*	1.98*
Rodman	25.54 + 0.86*	1.32*	1.82*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members:	$17.90	$17.90	$17.90

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Operating Engineer - Tunnel 08/01/2014

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie 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 linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
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 other 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 nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

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; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; 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 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and 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-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2014
Crane 1	$ 43.68
Crane 2	42.68
Crane 3	41.68
Master Mechanic	41.81

CLASS A	39.68
CLASS B	38.46
CLASS C	35.67
CLASS D	32.66

On hazardous waste work bid, 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, the Operating Engineer shall receive the hourly wage plus $5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyman $ 24.55

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

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

REGISTERED APPRENTICES
(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

$ 24.55

7-832TL.

Painter 08/01/2014

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES
Per hour

	07/01/2014	05/01/2015 Additional	05/01/2016 Additional
Brush/Paper Hanger	$ 29.44	$1.65*	$1.65*
Dry Wall Finisher	29.44		
Lead Abatement	29.44		
Sandblaster-Painter	29.44		
Spray Rate	30.44		

(*) To be allocated at a later date

See Bridge Painting rates for the following work:
Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 19.84

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

Six (6) month terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour worked

1st term	$ 9.14
All others	19.84

1-155

Painter - Bridge & Structural Steel 08/01/2014

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

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

WAGES
Per Hour Worked:
STEEL:

Bridge Painting:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
	$ 47.00	$ 48.75
	+ 5.38*	+ 5.63*
From Nov. 16th to April 30th -		
	$ 47.00	$ 48.75
	+ 5.38*	+ 5.63*

*Not subject to overtime and limited to first 40 hours
NOTE: All premium wages are to be calculated on $47.00 or $48.75 per hour only.

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

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

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

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	$ 28.20	$ 28.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.20	28.95
Hourly Rate after 50 hours	7.50	7.50

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

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

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

REGISTERED APPRENTICES
(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2014	10/01/2014
1st 90 days	$ 20.96	$ 21.76
1st year after 90 days	20.96	21.76
2nd year	31.43	32.63
3rd year	41.91	43.51

Supplemental Benefits per hour worked:

	07/01/2014	10/01/2014
1st 90 days	$ 8.29	$ 8.59
1st year after 90 days	8.54	8.84
2nd year	16.93	17.38
3rd year	22.57	26.17

8-DC-9/806/155-BrSS

Painter - Line Striping 08/01/2014

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

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

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2014
Striping-Machine Operator*	$ 27.11
Linerman Thermoplastic	$ 32.37

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

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2014
Journeyworker:	
Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

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

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

8-1456-LS

Painter - Metal Polisher 08/01/2014

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

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

WAGES

	07/01/2014
Metal Polisher	$ 27.15
Metal Polisher**	28.24
Metal Poilsher***	30.65

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014
Journeyworker:	
All classification	$ 13.61

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

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

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

1st	2nd	3rd
$11.00	$12.50	$15.50

Supplentals benefits:
Per hour paid:

1st	2nd	3rd
$ 9.94	$10.31	$10.51

8-8A/28A-MP

Plumber 08/01/2014

JOB DESCRIPTION Plumber **DISTRICT** 8

ENTIRE COUNTIES
Dutchess

PARTIAL COUNTIES
Delaware: Only the Townships of Middletown and Roxbury.
Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
(per hour)

	07/01/2014
Plumber & Steamfitter	$ 46.24

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: $ 26.34 per hour paid
+ 2.73 per hour worked**

**Not Subject to Overtime

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
* Note: Time & 1/2 for 1st. 8 on Sat.- all additional hours double time.

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

REGISTERED APPRENTICES
(1)year terms at the following rates.

1st year	$ 17.46
2nd year	24.31
3rd year	28.24
4th year	34.00
5th year	39.32

Supplemental Benefits per hour:
Apprentices
1st year $ 11.44 per hour paid
+ 1.16 per hour worked

2nd year	14.56 per hour paid + 1.30 per hour worked
3rd year	16.80 per hour paid + 1.60 per hour worked
4th year	18.72 per hour paid + 2.36 per hour worked
5th year	20.62 per hour paid + 2.36 per hour worked

8-21.2-SF

Plumber - HVAC / Service **08/01/2014**

JOB DESCRIPTION Plumber - HVAC / Service **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:	07/01/2014
HVAC Service	$ 39.70
Jobbing & Alteration* (Dutchess and Ulster County Only)	$ 36.25

*Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour worked:

	07/01/2014
Journeyworker HVAC Service	$ 18.09 per hour paid + 1.10 per hour worked**
Journeyworker Jobbing Alterations	$ 21.47 per hour paid + 2.73 per hour worked**

** Not subject to overtime

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
Note: Time and one half for the first eight hours on Saturdays.
Additional hours on Saturday to be paid at double time.

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

REGISTERED APPRENTICES
HVAC SERVICE

REGISTERED APPRENTICES
(1)year terms at the following wages.

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2014	$ 18.59	$ 21.71	$ 27.13	$ 33.19	$35.69

Supplemental Benefits per hour worked:

Apprentices	07/01/2014
1st term	$ 15.17 per hour paid + 1.10 per hour worked
2nd term	$ 15.66 per hour paid + 1.10 per hour worked
3rd term	$ 16.30 per hour paid + 1.10 per hour worked
4th term	$ 17.02 per hour paid + 1.10 per hour worked
5th term	$ 17.57 per hour paid + 1.10 per hour worked

JOBBING & ALTERATIONS

REGISTERED APPRENTICES
(1)year terms at the following wages.

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2014	$ 14.61	$ 19.12	$ 22.83	$ 27.67	$ 30.73

Supplemental Benefits per hour worked:

Apprentices	07/01/2014
1st term	$ 8.99 per hour paid + 0.50 per hour worked
2nd term	$ 11.62 per hour paid + 0.93 per hour worked
3rd term	$ 12.89 per hour paid + 1.05 per hour worked
4th term	$ 15.80 per hour paid + 1.46 per hour worked
5th term	$ 16.91 per hour paid + 1.90 per hour worked

8-21.1&2-SF/Re/AC

Roofer 08/01/2014

JOB DESCRIPTION Roofer **DISTRICT** 9

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

WAGES

Per Hour:	07/01/2014	07/01/2015
Roofer/Waterproofer	$ 40.70	An additional $ 1.50*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS
Journeyworker $ 29.46

OVERTIME PAY

See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.

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

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

1st	2nd	3rd	4th
$ 2.70	$ 15.02	$ 17.90	$ 22.25

9-8R

Sheetmetal Worker 08/01/2014

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2014
SheetMetal Worker	$ 43.41

SHIFT WORK
For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS
Journeyworker $ 33.85

OVERTIME PAY
OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.
*Note: For Sundays or Holidays worked, HOURLY WAGE is double the total of the hourly wage plus the hourly benefit paid all in wages. (Benefits are included in the wages).

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 23) on HOLIDAY PAGE
Additional for Holiday Overtime: September 11th

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
$16.07	$18.07	$ 20.09	$ 22.09	$ 24.09	$ 26.11	$ 28.59	$ 31.07

Supplemental Benefits per hour:

Apprentices	
1st term	$ 14.83
2nd term	16.71
3rd term	18.55
4th term	20.40
5th term	22.27
6th term	24.11
7th term	25.49
8th term	26.88

8-38

Sprinkler Fitter 08/01/2014

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour

	07/01/2014	01/01/2015	04/01/2015
Sprinkler Fitter	$ 40.66	$40.66	$41.47

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 21.15	$21.30	$21.30

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 PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 20.33	$ 20.33	$ 22.36	$ 24.40	$ 26.43	$ 28.46	$ 30.50	$ 32.53	$ 34.56	$ 36.59

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.15	$ 8.15	$ 14.97	$ 14.97	$21.15	$21.15	$21.15	$21.15	$21.15	$21.15

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

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 18.30	$ 20.33	$ 22.86	$ 24.40	$ 26.43	$ 28.46	$ 30.50	$ 32.53	$ 34.56	$ 36.59

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.68	$ 8.74	$ 15.37	$ 15.43	$ 15.99	$ 16.05	$ 16.11	$ 16.16	$ 16.22	$ 16.28

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

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 14.20	$ 15.78	$ 17.35	$ 18.93	$ 20.51	$ 22.09	$ 23.66	$ 25.24	$ 26.82	$ 28.40

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 7.90	$ 7.90	$ 14.97	$ 14.97	$ 15.22	$ 15.22	$ 15.22	$ 15.22	$ 15.22	$ 15.22

1-669.2

Teamster - Building / Heavy&Highway 08/01/2014

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks and Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks and Batch Trucks and all other Tractor Trailers.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Intinuator Trucks. Water Trucks.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials, parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2014	05/01/2015
GROUP 1	$ 29.75	$ 30.15
GROUP 1A	30.89	$ 31.29
GROUP 2	29.19	$ 29.59
GROUP 3	28.97	$ 29.37
GROUP 4	28.86	$ 29.26
GROUP 5	28.74	$ 29.14
GROUP 6	28.74	$ 29.14

NOTE: additional 20% premium above the hourly wage for hazardous and toxic waste removal. This applies to all groups.

Shift Work: A shift premium of 10% on 2ND Shift and 15% on 3RD Shift will be paidwhen mandated by the NYS DOT or other governmental agency contracts.All irregular and offshift work is to be paid a 10% premium.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	$ 30.04	$ 31.43
Over 40 hours	24.50	$ 25.50

OVERTIME PAY

OVERTIME:... See (B, E, P,T*,U**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:
Paid:..... See (5, 6, 15, 25) on HOLIDAY PAGE.
Overtime:.. See (5, 6, 15, 25) on HOLIDAY PAGE.
NOTE: Holidays worked Monday to Friday receive straight time wage for working, plus Holiday Pay.
*Holidays worked on Saturday, code T applies.
**Holidays worked on Sunday, code U applies.

11-445B/HH

Welder 08/01/2014

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2014

Welder (To be paid the same rate of the mechanic performing the work)

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.

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

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE:BENEFITS are PER HOUR WORKED,for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

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

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

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

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

Telephone:( ) Fax: ( )
E-Mail:

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

- ☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

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

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 08/19/2014

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019

DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016

DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014

DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018

DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019

DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018

DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018

DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUEROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017

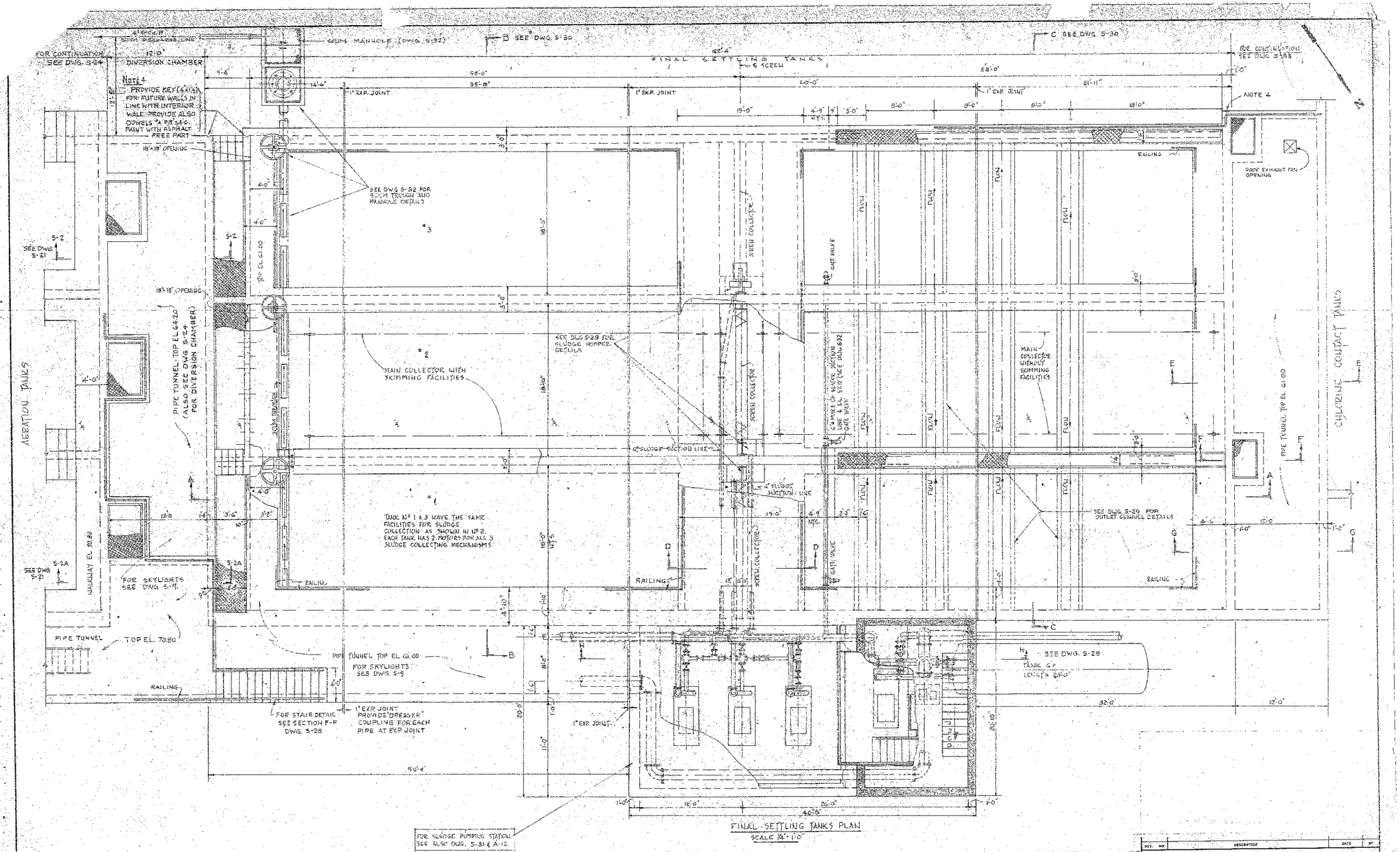
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****4638	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN-PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017

DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROADDIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREETJACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015

DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015

DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****1504	VALLEY VIEW LANDSCAPING AND SITE DEVELOPMENT LLC		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WASSIM ISSA		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017



FINAL SETTLING TANKS PLAN
SCALE ¼" = 1'-0"

NOTES:

1. FOR SECTIONS A-A, & H-H SEE DRAWING S-28
2. FOR SECTIONS B-B, C-C, D-D, E-E, F-F & G-G SEE DRAWING S-30.
3. FOR LOCATION SKYLIGHTS SEE DWG S-9.
4. AT LOCATIONS SHOWN PROVIDE KEY (4"x1½") FOR FUTURE WALLS IN LINE WITH INTERIOR WALLS. PROVIDE ALSO DOWELS "4 #8" x 4'-0". PAINT WITH ASPHALT FREE PART

REV. NO.	DESCRIPTION	DATE	BY

ARLINGTON SEWER DISTRICT
TOWN OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

SEWAGE TREATMENT FACILITIES

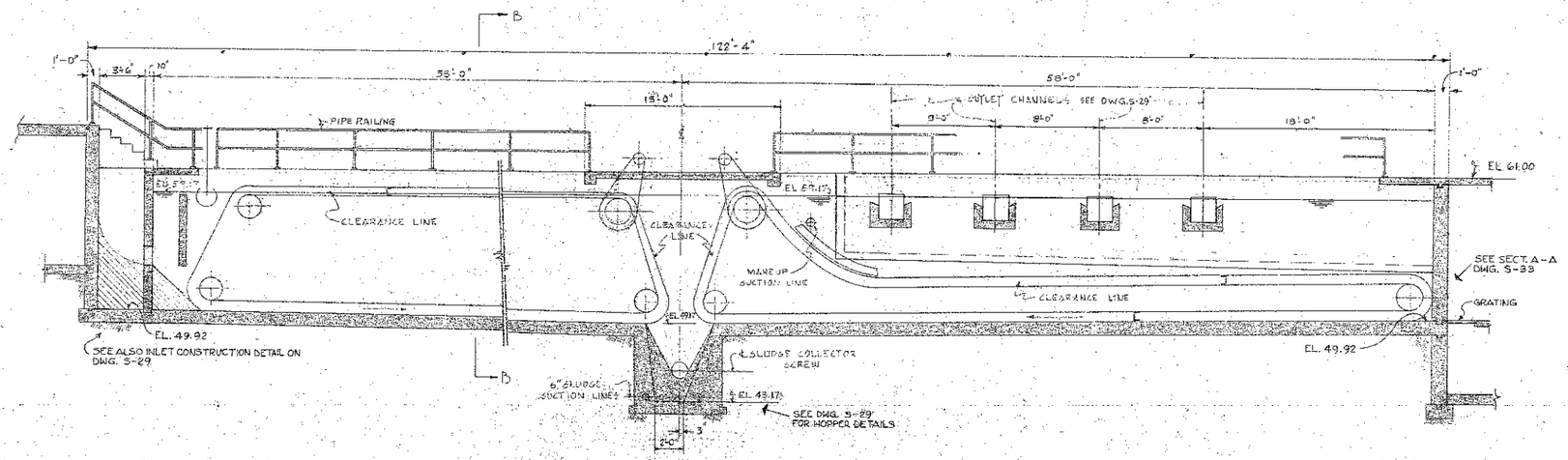
KNOX-HAYWARD-PAKAN ASSOCIATES CONSULTING ENGINEERS POUGHKEEPSIE, NEW YORK

JOHN T. BAFFA CONSULTING ENGINEER NEW PALTZ, NEW YORK

WEISSERFELD & LEON STRUCTURAL ENGINEERS NEW YORK, NEW YORK

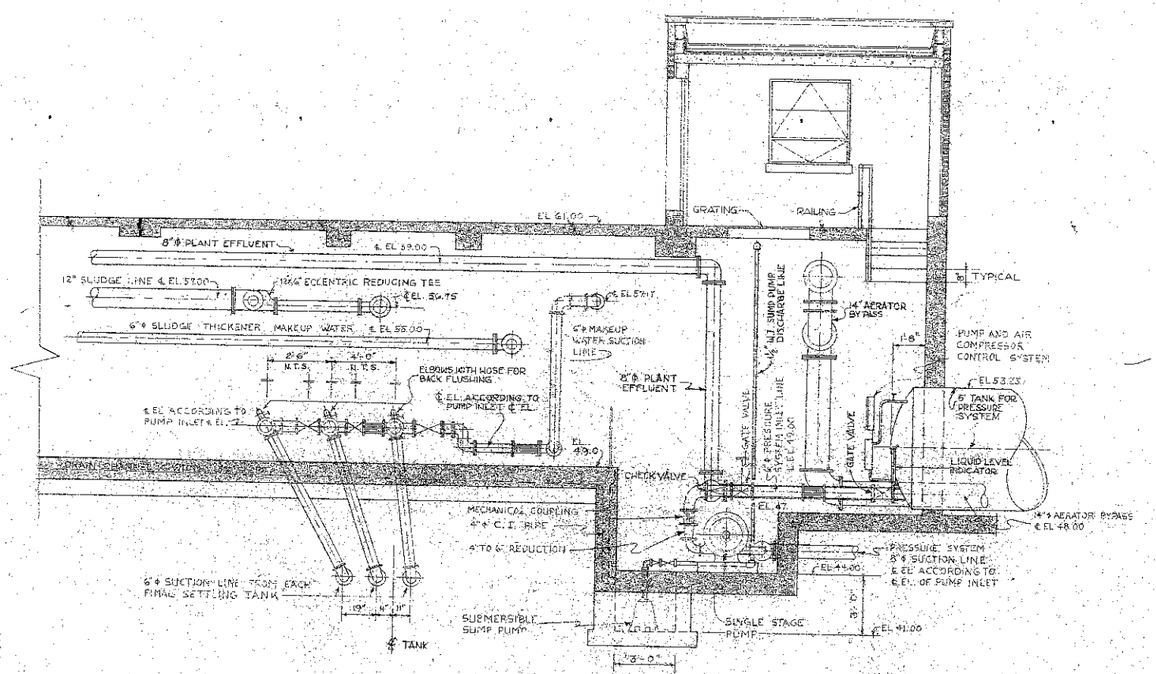
FINAL SETTLING TANKS PLAN

SCALE AS NOTED
DATE FEB. 55
DWG. NO. S-27



FINAL SETTLING TANK - SECTION A-A (SEE DWG. S-27)

SCALE: 1/4" = 1'-0"



SLUDGE PUMPING STATION - SECTION H-H

SCALE: 3/8" = 1'-0"

NOTES:

1. FOR LOCATION OF SECTIONS A-A AND H-H SEE DWG. S-27

REV. NO.	DESCRIPTION	DATE	BY

ARLINGTON SEWER DISTRICT
TOWN OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

SEWAGE TREATMENT FACILITIES

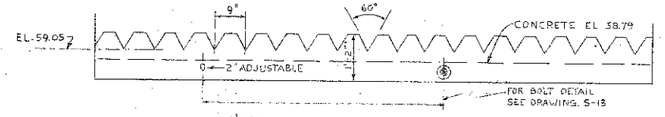
KNOX • HAYWARD • PAKAR ASSOCIATES
CONSULTING ENGINEERS
POUGHKEEPSIE, NEW YORK

JOHN J. BAFFA
CONSULTING ENGINEER
NEW YORK, NEW YORK

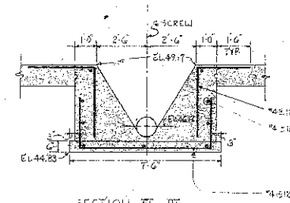
WEISSFELD & SHEIN
STRUCTURAL ENGINEERS
NEW YORK, NEW YORK

FINAL SETTLING TANKS
SECTIONS

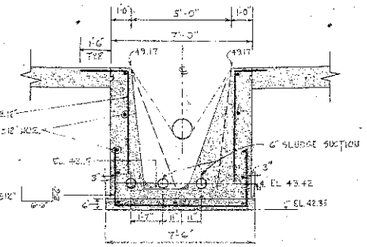
SCALE: AS NOTED
DATE: 1 OCT 76
DWG. NO. S-28



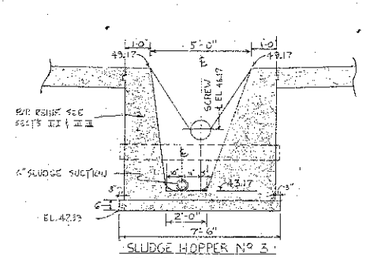
ADJUSTABLE WEIR PLATE
SCALE: 3/8" = 1'-0"



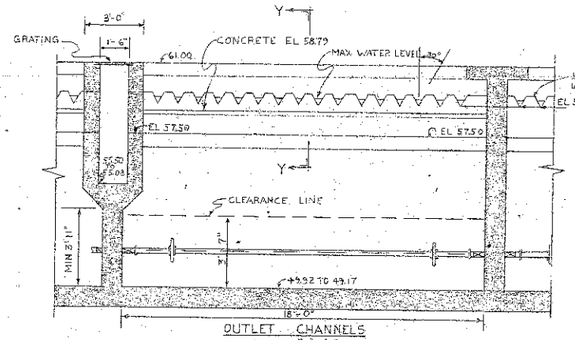
SECTION III - III
SCALE 3/8" = 1'-0"



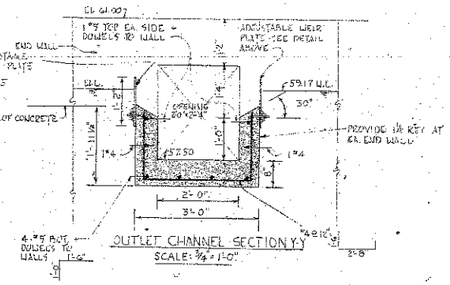
SLUDGE HOPPER No. 1
SECTION I-I
SCALE: 3/8" = 1'-0"



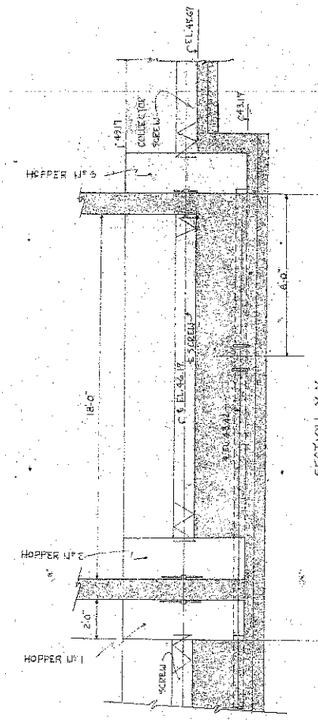
SLUDGE HOPPER No. 3
SECTION II-II
SCALE: 3/8" = 1'-0"



OUTLET CHANNELS
SCALE: 3/8" = 1'-0"

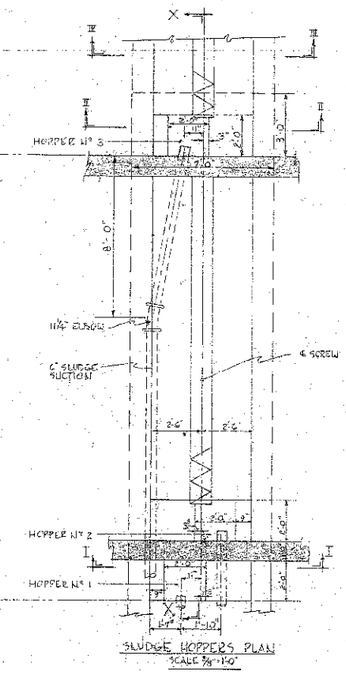


OUTLET CHANNEL SECTION Y-Y
SCALE: 3/8" = 1'-0"



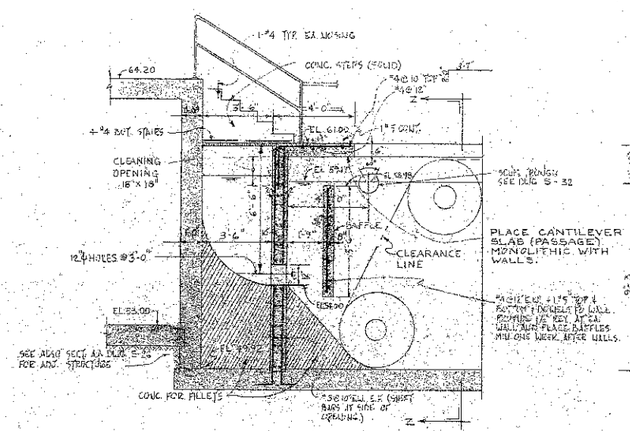
SLUDGE HOPPERS SECTION
SCALE 3/8" = 1'-0"

SECTION X-X

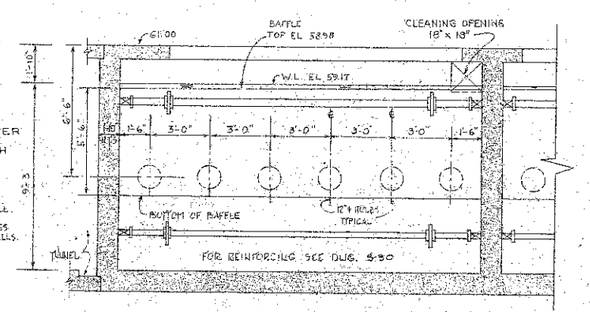


SLUDGE HOPPERS PLAN
SCALE 3/8" = 1'-0"

NOTES:
1. FOR LOCATION OF DETAILS SHOWN ON THIS DWG. SEE DWG. S-27



INLET CONSTRUCTION
SCALE: 3/8" = 1'-0"



INLET CONSTRUCTION-SECTION Z-Z
SCALE: 3/8" = 1'-0"

REV. NO.	DESCRIPTION	DATE	BY

ARLINGTON SEWER DISTRICT
TOWN OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

SEWAGE TREATMENT FACILITIES

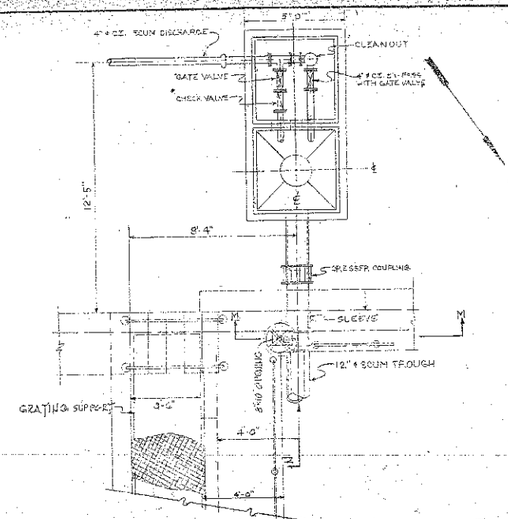
KNOX · HAYWARD · PAKAN ASSOCIATES
CONSULTING ENGINEERS
POUGHKEEPSIE, NEW YORK

JOHN J. BAFFA
CONSULTING ENGINEER
NEW ROCHELLE, NEW YORK

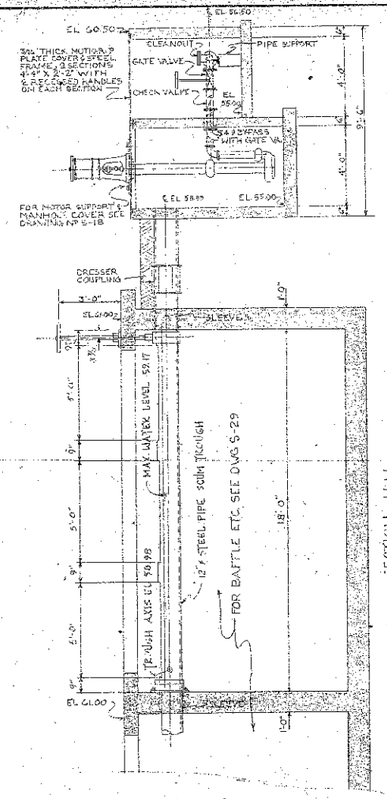
FINAL SETTLING TANKS
SECTIONS & DETAILS

PRESENTED & LEAD STRUCTURAL ENGINEER
NEW YORK, NEW YORK

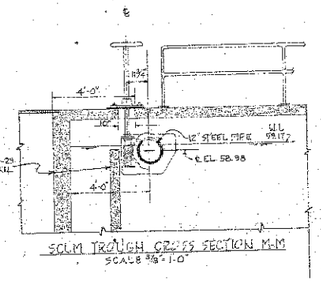
SCALE AS NOTED
DATE 1 OCT. 1967
DWG. NO. S-29



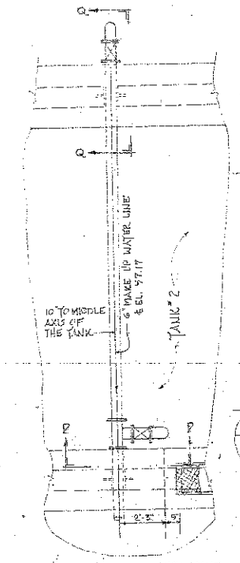
PART PLAN - SCUM TROUGH AND MANHOLE PLAN (SEE DWG. S-27)
PLAN SCALE 3/8"=1'-0"



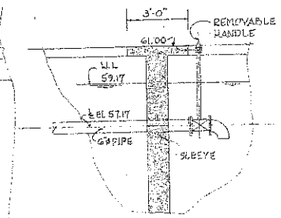
SCUM TROUGH AND MANHOLE SECTION
SCALE 3/8"=1'-0"



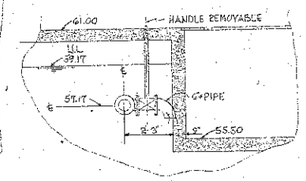
SCUM TROUGH CROSS SECTION M-M
SCALE 3/8"=1'-0"



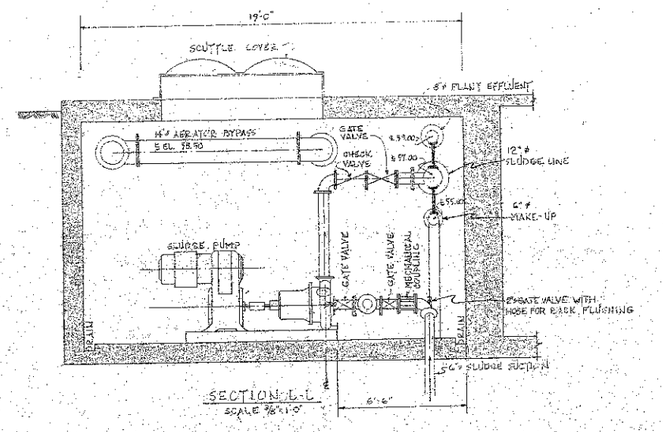
MAKE-UP WATER SUCTION LINE
PLAN SCALE 3/8"=1'-0"



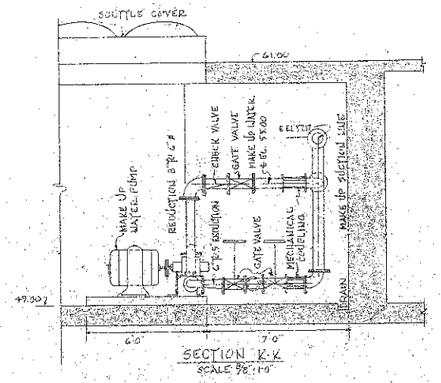
SECTION Q-Q
SCALE 3/8"=1'-0"



SECTION P-P
SCALE 3/8"=1'-0"



SECTION L-L
SCALE 3/8"=1'-0"



SECTION K-K
SCALE 3/8"=1'-0"

NOTES:
1. FOR LOCATION OF SECTIONS L-L & K-K SEE DRAWING S-3.

REV. NO.	DESCRIPTION	DATE	BY

ARLINGTON SEWER DISTRICT
TOWN OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

SEWAGE TREATMENT FACILITIES

KNOX • HATWARD • PAKAN ASSOCIATES
CONSULTING ENGINEERS
POUGHKEEPSIE NEW YORK

JOHN A. BAFFA
CONSULTING ENGINEER
NEW YORK, NEW YORK

WEIDENFELD & LAPIN
STRUCTURAL ENGINEERS
NEW YORK NEW YORK

SLUDGE PUMPING STATION & SCUM M.H. PLAN & SECTIONS

SCALE AS NOTED
DATE 1961

DWG. NO. S-3