CONTRACT/BID/SPECIFICATIONS

ARLINGTON WASTEWATER TREATMENT PLANT REPLACEMENT HEATING AND A/C EQUIPMENT

POUGHKEEPSIE, NEW YORK

FOR THE

TOWN OF POUGHKEEPSIE

ONE OVEROCKER ROAD

POUGHKEEPSIE, NEW YORK

CONTRACT 2014-02

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 REPLACEMENT HEATING AND A/C EQUIPMENT Contract 2014-02" 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 REPLACEMENT HEATING AND A/C EQUIPMENT Contract 2014-02 Bid Proposal for bid opening September 22, 2014".

There will be an optional site visit for bidders on Monday, Sept 8 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, hearing protection and proper shoes are required and will NOT be provided by United Water or the Town of Poughkeepsie.

One contract will be issued for this project that includes the work of several trades and potentially several contractors. There will be no separate contracts for separate primes (the Wicks Law) and the Town will not act as construction manager. Therefore, the winning bidder will be required to oversee and coordinate all construction. The Town notes that for this contract a single contractor may not choose to bid all the work and coordinate the subcontractors, and that a construction manager may chose to bid the contract and then coordinate the work of the several subcontractors required for the work of the contract.

Accordingly, bids from construction managers will be accepted with the understanding and acknowledgement by the bidder that all references throughout the Bid Documents and the Contract Documents to Contractor shall be understood to mean and apply to the construction manager entity in the same way as written for the single contractor contemplated by the Bid Documents and the Contract Documents. Therefore, the construction manager must be able to assume all the legal responsibilities of a contractor and execute the contract and provide all bonds and insurances per the Bid Documents and the Contract Documents. The Town shall approve all contractors/subcontractors. The construction manager will be the primary contact with the Town and will be responsible to provide all documentation as required by and for the contract, including shop drawings, certified payrolls and equipment guarantees/warranties and start-up services, and will make the single application for progress and final payments for all work of the contract.

Work proposed under this contract consists mainly of new heating boilers, radiator refurbishing, new domestic water heater, replacement rooftop A/C equipment, A/C ductwork cleaning and A/C outlet refurbishing, and, in conjunction with Central Hudson, constructing a new tap to the gas main in Sand Dock Road and constructing new gas

service lines to several buildings on the site. In addition, the bid documents include several add option items that the Town may or may not include in the final scope of the project. The lowest bidder will be determined 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 included on the bid sheet that the Town chooses (if any).

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 Main or Administration Building, the Secondary Building, the Chlorination Room, the Thickener Building, the connecting tunnels, and along the driveway and throughout the site.

This contract is mainly for the replacement of the building heating system boilers, the domestic water heater, refurbishment of the convector radiators and covers in the buildings and in the connecting tunnels, replacing rooftop A/C equipment, and constructing new gas service lines on the site from a tap of the main in Sand Dock Road.

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. **Contractor or Construction Manager**

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).

There is no requirement that the bidder shall be a contractor, and bids from construction managers will be accepted with the conditions 1) that the construction manager shall provide all bonds and insurances as required by and for the contract, even if the construction manager requires the contractors and subcontractors to provide the required insurances for their work, and 2) that the Town shall approve all contractors and subcontractors, and 3) that the construction manager will be the primary contact with the Town and will be responsible to provide all documentation as required by and for the contract, including shop drawings, certified payrolls and equipment guarantees/warranties.

5. **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 a pre-bid meeting is not required. However, any contractor desiring to gain access to the site at any other time shall make his own arrangements with the operator of the Arlington WWTP (see Section III for the contact information) and such visit shall be at the convenience of the operator of the Arlington WWTP.

6. **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.

7. **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 a 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 REPLACEMENT HEATING AND A/C EQUIPMENT, Contract 2014-02 Bid Proposal, for bid opening September 22, 2014".

8. **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' bid security 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.

9. **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.

10. **Qualifications of Bidder**

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. Conditional bids will not be accepted.

The Town will require a building permit and will require that the heating work shall be done by a Town licensed heating contractor and that the plumbing work (work on potable water lines) shall be done by a Town licensed plumbing contractor. Also, 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.

11. **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.

In the event there is a discrepancy between any figures written in words and written numerically, the price written in words shall govern, including the price extension using the price as written in words.

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 specification 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.

12. **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 11 above, provided that 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 will issue the Notice of Award to the successful bidder within 10 working days after the bid opening.

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. Also in such case, the Town at its option may attempt to award the contract to another bidder or advertise for new bids.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **Labor Safety and Health Regulations**

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

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

The contractor shall note that the central heat for the various buildings and tunnels shall be operational and uninterrupted during the months of October, November, December, January, February, March, April and May. The contract allows two hundred fifty (250) calendar days from the issuance of the Town's Notice to Proceed for the Contractor to achieve 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 REPLACEMENT HEATING AND A/C EQUIPMENT Contract 2014-02" 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 two hundred fifty (250) calendar days from the date of 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 the Notice of Award for 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, the undersigned has provided a statement of exceptions taken to any of the specification requirements in the

scope of work defined in Section 12 Special Conditions. The understand recognizes 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	_____	_____

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-

SECTION V BID SHEET

ARLINGTON WASTEWATER TREATMENT PLANT
REPLACEMENT HEATING AND A/C EQUIPMENT
CONTRACT NO. 2014-02
TOWN OF P0UGHKEEPSIE

BASE BID ITEMS

ITEM NO. / DESCRIPTION	EST. QTY	PAY-MENT UNIT	UNIT PRICE WRITTEN AMOUNT	UNIT PRICE IN FIGURES	PRICE EXTENSION
001 - Perform selective demolition, provide new building heat boilers and domestic water heater, clean and refurbish finned radiators and covers, replace rooftop A/C equipment, clean A/C ducts, construct gas and domestic water and hydronic heat lines and make all connections, construct new electric service and equipment and make all connections, and all else as specified for heating and A/C related work	1	Lump Sum			
002 - End caps for radiators in Admin Bldg offices and other rooms	120	linear inch			
003 - Construct gas service mains from Sand Dock Road to various buildings on the site	1	Each			
004 - Rock Excavation for utility trench	100	Cubic Yard			

SECTION V BID SHEET

ARLINGTON WASTEWATER TREATMENT PLANT
REPLACEMENT HEATING AND A/C EQUIPMENT
CONTRACT NO. 2014-02
TOWN OF P0UGHKEEPSIE

BASE BID ITEMS

ITEM NO. / DESCRIPTION	EST. QTY	PAY-MENT UNIT	UNIT PRICE WRITTEN AMOUNT	UNIT PRICE IN FIGURES	PRICE EXTENSION
Allowance #1 - Perform ACM survey and sampling	1	Each		$5,000.00	$5,000.00
Allowance #2 - Perform asbestos abatement	1	Each		$10,000.00	$5,000.00
Allowance #3 - Contract Contingency	1	Each		$20,000.00	$20,000.00
	Contract 2014-02 Base Bid GRAND TOTAL				

SECTION V BID SHEET

ARLINGTON WASTEWATER TREATMENT PLANT
REPLACEMENT HEATING AND A/C EQUIPMENT
CONTRACT NO. 2014-02
TOWN OF P0UGHKEEPSIE

ADD ALTERNATE ITEMS					
Add Item 1a - Construct 4" PVC Schedule 40 conduit for future underground primary electric feed, and construct two 2" PVC Schedule 40 conduits for future data and communications cables, from roadside pole to new transformer vault in the same trench with the gas main, and set a new transformer vualt and cover (with temporary closure on opening). end communications conduits outside transformer vault and set a 2x4 pressure treated lumber witness marker at the end, extending 12" above the ground surface.	1	Each			

SECTION V BID SHEET

ARLINGTON WASTEWATER TREATMENT PLANT
REPLACEMENT HEATING AND A/C EQUIPMENT
CONTRACT NO. 2014-02
TOWN OF P0UGHKEEPSIE

Add Item 1b - Construct 2" PVC Schedule 40 conduit for future underground secondary electric feed to garage in same trench with new gas main from transformer vault to garage and end in a riser on the wall of the garage, 3' above ground and temporalily cap.	1	Each			
			GRAND TOTAL 1a+1b		

- 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 I, 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 REPLACEMENT HEATING AND A/C EQUIPMENT Contract 2014-02" 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 REPLACEMENT HEATING AND A/C EQUIPMENT Contract 2014-02".

Included in this Contract are 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 specifications and special conditions.

The Contractor acknowledges that a delay in the delivery of the items specified may result in additional expenses to the Town and agrees, in the event he/she fails to deliver all the items specified 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 two hundred fifty (250) calendar 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 REPLACEMENT HEATING AND A/C EQUIPMENT Contract 2014-02" 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
Title Seal

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 FINAL PAYMENT

(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

Special Conditions Part A
Town Standard Notes and Requirements

1. 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.

2. 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. The Town Sewer Superintendent shall be invited in regard to the gas line work.

3. Traffic Control - The Contractor shall be responsible for providing traffic maintenance and control on Sand Dock Road during the gas line construction as required by the Dutchess County work permit. The Contractor shall also be responsible for providing traffic maintenance and control within the AWWTP site as needed to provide safe travel on the driveways for the Town Sewer Department and the United Water plant personnel and visitors, and to protect the Contractor and Central Hudson workers working within and along the driveways.

4. Stop Work - In the event that the Town observes during its inspections that these rules (i.e. special condition 3) are not being followed, the Contractor will be ordered to stop the work until proper precautions are in place. This Special Condition supercedes the General Conditions Article 2.3 (3) that says "The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety."

5. 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 the Special Conditions Part B.

6. 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. The Town will specifically have someone present when paving is being accomplished. This Special Condition modifies General Conditions Article 2.3(1)(a).

7. 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.

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

9. 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.

10. Permits - The Contractor shall obtain the DCDPW Work Permit before work begins for the gas line. The Contractor shall obtain a Town of Poughkeepsie Building Permit, Heating Permit, Plumbing Permit, and Electrical Permit.

11. Utility Markout - The Contractor shall contact Dig Safely NY (811) and both the United Water Plant Manager and the Town of Poughkeepsie Sewer Superintendent for underground utility markout before work begins for the gas line both within Sand Dock Road and within the AWWTP and Town Sewer Department portions of the site.

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.

Special Conditions Part B
Description of Project

A. MATERIALS

The following requirements shall apply generally to all products and materials to be incorporated into the Work where a specific brand or specification reference is not made in either the detailed Technical Specifications or in this Special Conditions section.

- All products and materials shall be intended for or suitable for use in the industrial setting and work environment of the wastewater treatment facility.
- Manufactured items and parts shall be such as are described by the manufacturer or producer as, for example, "heavy duty", "industrial rated", "high performance", "premium", and similar words.
- Manufactured items and parts shall not be such as are described by the manufacturer or producer as "commercial quality", "builder grade", "homeowner quality", "light duty", and similar words. Such products shall be removed and replaced with acceptable quality items if found at any time by the Engineer.
- Shop drawing submittals with cut sheets and product information are recommended to avoid questions during installation about the acceptability of items to be incorporated into the Work.

B. DESCRIPTION OF THE WORK

1. General

Since much of the work of this contract is retrofit, the new work shall match the existing construction as much as practical, and shall connect with the existing construction. Such connections may require adaptors or other transitions to maintain system functions.

The work of this contract is not completely specified in detail with lengthy technical specifications. The technical specifications supplement this Description of the Work.

The work of this contract is not fully shown in detail on the plans. The plans are mostly used for orientation and to show where the described work is to be constructed. The plans also have notes for the work required for this contract. The plans supplement this Description of the Work.

The Work of this contract is shown on the drawings, noted on the plans, detailed in the technical specifications, and described in this Description of the Work. All parts must be used together. Further, it is assumed that the Contractor is competent and experienced and will recognize that the contract scope of work is not fully detailed and the Contractor will supply all materials, perform all labor and construct complete and fully operational systems as can be inferred from the work shown, noted, detailed and described.

This contract consists principally of building heat boiler replacements and cleaning and replacing finned tube radiator components. It also includes replacing the roof top air conditioning equipment and replacing the domestic hot water boiler. A new gas main, constructed in conjunction with Central Hudson, is also a component of the work of this contract.

The contractor shall note that the central heat for the various buildings and tunnels shall be operational and uninterrupted during the months of October, November, December, January, February, March, April and May.

2. Gas Main

The work of the gas main installation is part of the lump sum work of the contract. However, rock excavation will be paid separately and in addition to the contract lump sum amount. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

The general layout of the gas main runs is shown on a plan drawing. The exact location of the main and taps will be determined in the field by Central Hudson. Up to 5% more trench length than shown shall be considered to be included in the contract at no extra cost to the Owner.

There shall be no separate payment for any part of the work, including but not limited to, earth excavation, bedding, backfill and surface restoration, except that rock excavation will be paid separately and in addition to the contract lump sum amount. In addition, all related work such as maintenance and protection and traffic, water for dust control, water for compaction, temporary trench covers, etc. shall be considered part of the gas main installation and will not be paid separately.

The contractor shall perform all excavation, including rock excavation, and place bedding for the HDPE gas main as required by Central Hudson and shown in their details, typicals and notes.

After Central Hudson crews have placed the gas main, including making all splices, taps and other gas main work, the contractor shall backfill bedding as required by Central Hudson, and then complete the trench backfill as appropriate for the location as follows.

- Backfill shall be placed in maximum 6" thick loose lifts and mechanically compacted with a vibratory drum roller or "jumping jack" compactor (but not a plate compactor) to minimum 95% standard Proctor density.
- Trench under pavement shall be backfilled with NYSDOT Item 304.12 Subbase Course Type 2 or 304.14 Subbase Course Type 4. Pavement equal to the adjacent pavement type and depth shall be used to restore the trench surface.
- Trench under lawn may be backfilled with run of trench material except rock, but particle size shall not exceed 4". Trench in lawn areas shall have minimum 4" topsoil, and shall be finished with grass seed and mulched.

3. Selective Demolition

The selective demolition work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

The demolition work inside the buildings and tunnels is described in Technical Specification Section 024119 Selective Demolition and is shown schematically, but not in full depth and detail, on the plans.

4. AC work

The limited air conditioning related work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

The replacement rooftop equipment is described in Technical Specification Section 15732 and is shown schematically, but not in full depth and detail, on the plans.

Also included in the work of the contract and part of the AC work is cleaning the insides of the ducts (dust and dirt removal) and cleaning all ceiling outlets. In addition, and included in the work of the contract, is refurbishing the ceiling outlets including replacing broken or damaged parts. Replacing up to 5 entire duct outlets shall be considered to be included in the contract at no extra cost to the Owner.

5. Tunnel radiator refurbishment

The tunnel radiator work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

All dust, dirt and debris shall be removed from the finned tube radiators in the tunnels of the plant by vacuum cleaning and brushes or other tools so as not to damage the fins or the copper heat tube. If compressed air is used, care must be taken that the dust and dirt are not redeposited in the fins, that the fins are not damaged, and that the tunnel is kept dust free and clean. All removed dirt and debris shall be properly disposed of.

All covers removed for cleaning the finned tube convectors shall be replaced with new covers. The existing covers are typically 14'-20' long with no end caps. The covers are L-shaped with approximately 3½" top and 3½" front faces. Similar size new covers shall be provided, and end caps are not required. The covers shall be specifically intended for use in a damp environment.

6. Chlorination Room heat

The chlorination room work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

The chlorination room building hydronic heat finned tube radiator and cover components that were removed during demolition shall be replaced with corrosion resistant equipment suitable for the high humidity and chlorine gas environment. Corrosion resistant wall mounted column radiators, corrosion resistant unit heaters, or corrosion resistant finned tube radiators may be used to match the BTU output of the removed finned tube radiators. Each radiator or unit heater shall be thermostatically controlled (a radiator valve may be used only if it can be easily reached, otherwise a remote thermostat control shall be used). Aluminum faced R=6.5 1" thick polyisocyanurate sheet insulation (DOW THERMAX™ Sheathing or equal) glass-fiber-reinforced polyisocyanurate foam core laminated between 1.0 mil smooth, reflective aluminum foil facers on both

sides) shall be attached to the concrete wall behind each radiator to act as a heat reflector. The joints and edges of the insulation board in the high-humidity room environment shall be continuously sealed against humidity with a joint closure system (Dow or equal). In addition, any THERMAX™ Sheathing panel that may be subject to accidental damage by workers in the room shall be protected with 1/8" thick polished aluminum metal sheets, firmly attached to the THERMAX™ Sheathing panel under the heating element.

7. Thickener Building operator's room (former toilet room) heat

The column radiator related work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

The column radiator removed in the thickener building shall be replaced with a new column radiator that has the same or greater rated heat output and shall be connected to the existing supply and return lines. The radiator shall be equipped with a radiator mounted thermostatic valve, an air bleed valve and a shut-off ball valve. The radiator shall be mounted on the building wall similar to the Chlorination Room radiators (described in 7 above) with insulation and protection behind the radiator.

8. Admin/Control Building Hydronic Heat Refurbishment and Cover Refurbishment / Replacement

The hydronic heat refurbishment / replacement related work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

All dust, dirt and debris shall be removed from the finned tube radiators in the administrative / control building by vacuum cleaning

and brushes or other tools so as not to damage the aluminum fins or the copper heat tube.

- If compressed air is used, care must be taken that the dust and dirt are not redeposited in the fins, and that the room is kept dust free and clean.
- All removed dirt and debris shall be properly disposed of.

Convector covers removed in the administrative/control building offices or rooms shall be inspected for proper fit and any damaged parts shall be refurbished. The covers shall be cleaned, primer coated and painted before reinstallation. The reused covers shall be painted with an industrial grade primer and enamel manufactured by Passonno Paint, Devoe® or equal. The color selection shall be a manufacturer's standard color, as chosen by the Engineer.

- As needed, end caps shall be provided to fill the gaps now existing if a matching product is available. If not, the gaps shall be left as is.

9. Domestic water heater replacement

The domestic water heater replacement related work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

There are no detail specifications for the water heater, circulator, pipes, valves, insulation, etc.

- The stand-alone water heater that was removed shall be replaced with an indirect heater and storage tank, connected to the building heat boilers, and shall have the same storage capacity as the removed unit. The equipment shall be installed as recommended by the manufacturer and in accordance with all building code, plumbing code and related requirements.
- The hot water storage tank with internal heating loop shall be from the same manufacturer as the boiler, or from a compatible supplier approved by the boiler manufacturer.

- The heating loop shall have its own circulator with integral motor. The circulator pump on the heating loop shall be a Bell & Gossett Series 60 cast iron, permanently lubricated unit or equal (submit shop drawing and cut sheet data, etc for acceptance). The available power is 480 VAC 3 Ø or 120/208 VAC single phase.
- All water lines, both hot and cold, shall be installed so that the lines are not in the direct line of the draft of the boiler room intake air from the louvered air intake on the outside wall.
- The existing cold water feed tap in the boiler room that was cut during demolition shall be extended as needed to supply the indirect water heater. A ball valve shall be installed on the cold water supply within the last 3' of pipe/tubing feeding the heater and no higher than 6' above the room floor. The connection to the heater storage tank shall be made with a union no more than 12" from the storage tank.
- The common run from the hot water supply shall have a ball valve within the first 3' of pipe/tubing leaving the heater storage tank and no higher than 6' above the room floor. The connection to the heater shall be made with a union no more than 12" from the storage tank.
- The existing domestic hot water lines that were cut during demolition shall be extended as needed and connected to the indirect water heater storage tank common run/header with a union no more than 12" from the common run/header. Each separate run shall have a ball valve installed within the first 3' of pipe/tubing leaving the common run/header to isolate the run.
- All hot and cold water lines within the boiler room shall be insulated with fiberglass insulation.
    - The pipe insulation shall be Owens Corning Fiberglas SSL II® Pipe Insulation (or equal) jacketed with a smooth, reinforced, wrinkle-resistant all-service vapor retarder jacket (ASJ) and factory applied pressure sensitive adhesive closure. Pressure sensitive butt strip seals shall be used as needed to assure a complete positive closure along each pipe run.
- Follow ASHRAE 90.1 which provides the basic requirements for mechanical insulation, including good installation practice and

insulation thickness requirements. Assuming insulation conductivity not exceeding 0.27 Btu per inch/h x °F :

- For example, for up to 1½" domestic hot water line, with a temperature of 105-140°F, use 1" thick insulation. On pipes over 1½" up to 4", use 1½" thick insulation.

- All pipe insulation shall be painted to match the plant color coding using industrial quality high performance primer and industrial quality high performance water base latex paint manufactured by Passonno Paint, Devoe® or equal. A standard color may be used if it as a close match to the existing paint color on the same line.

10. Boiler replacement

The boiler replacement related work is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

The replacement boiler equipment is described in Technical Specification Section 235216 Condensing Boilers and is shown schematically, but not in full depth and detail, on the plans. The following requirements supplement the detailed Technical Specification.

All water lines, both hot and cold, shall be installed so that the lines are not in the direct line of the draft of the boiler room intake air from the louvered air intake on the outside wall.

All hot and cold water lines within the boiler room shall be insulated with fiberglass insulation.

- The pipe insulation shall be Owens Corning Fiberglas SSL II® Pipe Insulation (or equal) jacketed with a smooth, reinforced, wrinkle-resistant all-service vapor retarder jacket (ASJ) and factory applied pressure sensitive adhesive closure. Pressure sensitive butt

strip seals shall be used as needed to assure a complete positive closure along each pipe run.

- Follow ASHRAE 90.1 which provides the basic requirements for mechanical insulation, including good installation practice and insulation thickness requirements. Assuming insulation conductivity not exceeding 0.27 Btu per inch/h x °F :
  - For example, for up to 1½" hydronic heat line, with a temperature of 141-200°F, use 1½" thick insulation. On pipes over 1½" up to 4", use 2" thick insulation.
- All pipe insulation shall be painted to match the plant color coding using industrial quality high performance primer and industrial quality high performance water base latex paint manufactured by Passonno Paint, Devoe® or equal. A standard color may be used if it as a close match to the existing paint color on the same line.

The existing heating system has two loops and two circulators. The circulators and motors removed as part of the plant selective demolition shall be replaced with circulator pumps with integral motors using Bell & Gossett Series 60 cast iron, permanently lubricated units or equal (submit shop drawing and cut sheet data, etc. for acceptance). The available power will be 480 VAC 3 Ø or 120/208 VAC single phase.

The same two zones/circuits as existing shall be used, with a separate circulator for each zone/circuit. The new domestic water indirect heater loop shall have its own circulator. The current system has two 2½" lines for the two plant heating circuits.

The information below and in the table is for the existing system.

- P-1 circulates the hydronic heating water through the administrative and control building.
- P-2 circulates the hydronic heating water through the tunnels and remote buildings.

NO.	GPM	HEAD	HP	RPM	VOLT	PHASE	HZ
P-1	48	17	1/2	1750	480	3	60
P-2	48	35	1	1750	480	3	60

One set of controls shall be provided for the three loops: one loop for the indirect domestic water heater and two loops of building/plant heat. The existing control building thermostat shall be connected to the new controls.

11. Electric service replacement and electric work

The new electric service in the boiler room and related work, the electric work in the boiler room, and the electric work associated with the rooftop A/C unit is part of the lump sum work of the contract. The Contractor shall provide on the schedule of values for the overall work a fair price assigned to this part of the work of the contract.

There is severely limited 120 VAC single phase power available within the boiler room. Therefore, the contractor shall provide a new dry core 100 amp 480-120/208 VAC transformer and a new 120/208 VAC single phase power panel service in the boiler room.

The contractor shall install a new 30 amp breaker in the existing switchgear and run a 480 VAC feeder to the boiler room. Either the existing unused approximately 3-5/8" high space in the switchgear shall be used, or a new cover for the breaker and a new blank filler cover shall be constructed in the existing unused approximately 15" high space in the switchgear.

A ground shall be established in the boiler room such that the resistance to ground is 5 ohms or less, or the building steel may be used for the ground if the resistance to ground is 5 ohms or less. The new electric system shall be bonded to the building steel and the cold water piping as required. All electric equipment for the new 480-120/208 VAC service shall be connected to the new ground in accordance with NFPA 70.

The dry core 100 amp 480-120/208 VAC transformer shall be hung from the wall that is common with the hallway to the stairs, using steel spacers provided by the manufacturer to allow air circulation and prevent moisture buildup between the transformer and the wall.

The contractor shall provide and construct a minimum 3/4" thick exterior grade plywood backer board for the new electrical service equipment (except the transformer) in the boiler room. The backer board shall be sized to conveniently hold the 120/208 VAC power panel, 480 VAC wiring trough, the safety switches and motor starters, and a duplex 120 VAC convenience outlet. The backer board plywood shall be painted on the front, back and all edges using an industrial quality high performance primer and two coats of industrial quality high performance water base latex paint manufactured by Passonno Paint, Devoe® or equal. The backer board plywood shall be attached to the concrete wall with galvanized steel spacers to allow air circulation and prevent moisture buildup between the plywood and the wall. The backer board shall be mounted on the wall above and to the side of the transformer to maintain clearance as required by NFPA 70 for the 120/208 VAC power panel to be mounted on the plywood.

The contractor shall construct and provide a new 100 amp, 120/208 VAC single phase power panel, with an internal main circuit breaker, mounted on the plywood backer board, along with a trough for 480 VAC 3Ø power. Motor starters, safety switches, etc shall be mounted on the new backer board.

The contractor shall provide at least one duplex convenience receptacle that is GFCI protected on the new backer board. **The outlet shall NOT be a homeowner type combination GFCI and receptacle.** A 20 amp GFCI circuit breaker shall be mounted in the power panel and a heavy duty duplex receptacle shall be provided on the backer board. Two additional heavy duty duplex convenience receptacles shall be mounted on the boiler room walls near each end of the boiler cascade. The GFCI convenience outlet circuit shall be used for no other purpose than convenience

receptacles in the boiler room (but see paragraph below). Additional GFCI circuits shall be provided as needed and in each such case, a GFCI circuit breaker shall be mounted in the power panel.

The battery charger left in place outside the boiler room shall be fed from a convenience receptacle outlet in a circuit from the new power panel. It is not necessary to provide a dedicated circuit for the battery charger. The outlet receptacle may be connected as an exception to the above paragraph to the panelboard GFCI convenience outlet circuit.

The contractor shall provide an emergency shutoff electric switch for the boiler cascade remote from the boilers.

The contractor shall install new lighting in the boiler room to replace the two overhead fixtures.

- The general room lighting shall consist of at least two luminaires similar to Lithonia Acuity with 175 W metal halide bulb. The existing light switch shall not be used, and a new switch shall be constructed inside the boiler room adjacent to the door on the lock side (not the hinge side as currently configured). The luminaires shall be powered from the new power panel. The ceiling height is about 11'-6".
- Additional lighting as needed for convenience when servicing the boiler cascade shall be provided on a separate switch. Such lighting shall be LED preferably or may be fluorescent tubes. The lighting shall be powered from the new power panel.

All wiring in the boiler room shall be installed in galvanized RMC, sized per the NEC requirements, and properly bonded to ground. The exception shall be that flexible armored cable or flexible metallic tubing may be used for fixture and motor connections.

Any abandoned openings in the boiler room wall shall be filled and sealed with mortar or a fireproof sealant. Any new or repurposed

openings in the boiler room wall shall be sealed with a fireproof sealant.

Also included in the electrical work is connecting the new rooftop A/C unit to the existing safety switch, and all wiring needed for the new rooftop A/C unit.

Wiring for thermostats shall be considered part of the electrical work.

Special Conditions Part C
Description of Allowance Items

Allowance #1-Perform ACM survey and sampling

This allowance is established for the use and benefit of the Engineer if the contractor identifies possible asphalt containing materials that may be disturbed by the work of this contract. The allowance is made to provide funds in the project budget to facilitate a fast response without the delay of obtaining additional project funds from the Town Board. There is no obligation to spend the funds, and there shall be no expectation on the part of the Contractor that he is entitled to all or part of the money.

Allowance #2-Perform asbestos abatement

This allowance is established for the use and benefit of the Engineer if the ACM survey and sampling results show that there are asphalt containing materials that may be disturbed by the work of this contract. The allowance is made to provide funds in the project budget to facilitate a fast response without the delay of obtaining additional project funds from the Town Board. There is no obligation to spend the funds, and there shall be no expectation on the part of the Contractor that he is entitled to all or part of the money.

Allowance #3-Contract Contingency

This allowance is established for the use and benefit of the Engineer if the Engineer finds that there are unanticipated conditions or circumstances that require additional work by the contractor for which the Engineer has determined that a Change Order and additional payment are appropriate. The allowance is made to provide funds in the project budget to facilitate a fast response without the delay of obtaining additional project funds from the Town Board. There is no obligation to spend the funds, and there shall be no expectation on the part of the Contractor that he is entitled to all or part of the money.

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# 2014007851

Location Arlington Wastewater Plant
Project ID# 2014-02
Project Type remove oil fired boilers and replace with gas fired boilers. also construct new gas line and replace rooftop A/C unit.

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	32% of hourly
Repairs & Renovations	Wage Paid	Wage Paid
	+ $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

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

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 CONSTRUCTION	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

XIV TECHNICAL SPECIFICATIONS

See following pages

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

SECTION 02229
ROCK REMOVAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Explosives to assist rock disintegration shall not be used.

B. Expansive tools to assist rock disintegration.

C. Mechanical methods to assist rock disintegration.

PART 2 PRODUCTS

2.1 ROCK

A. Rock shall comprise material to be excavated in beds, ledges, unstratified masses, or conglomerate deposits, that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without expansive tools, systematic drilling, ram hammering, ripping, or blasting when permitted (note that blasting shall not be permitted), and boulders of rock material that exceed 0.5 cu. yd. volume.

1. Late-model, track-mounted hydraulic excavator, equipped with a maximum 42- inch wide, short-tip-radius rock bucket; rated at not less than 138-hp (103-kW) flywheel power with bucket-curling force of not less than 28,090 lbf and stick-crowd force of not less than 18,650 lbf., measured according to SAE J-1179.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions and note subsurface irregularities affecting work of this section. Notify Engineer of condition and do not proceed with any rock removal until notified by the Engineer.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Protect all existing structures, utilities, bench marks, fences, sidewalks, paving and curb which are to remain.

3.3 MECHANICAL ROCK DISINTEGRATION

A Break up rock using a mechanical method, including wedging, barring, expanding liquid or gel, and hydraulic ram.

B. Drill holes and utilize expansive tools, wedges or mechanical or expanding liquid or gel disintegration compound as required to fracture rock.

3.4 PAY LIMITS FOR ROCK EXCAVATION

A. In utility trenches for gas main only, excavate to 6 inches below invert elevation of pipe (24" cover plus gas main outside diameter) and 12 inches wider than the pipe outside diameter, per Central Hudson gas standards Figure 15.

B. In utility trenches for electric primary only, excavate to 6 inches below the grade of the cable (30" cover plus cable diameter) and 12 inches wider than the cable outside diameter, per Central Hudson electric standards Figure 11.

C. In utility trenches for both gas main and electric primary, excavate to 6 inches below the grade of the cable and to a width equal to the sum of 6" clearance to edge of trench for electric cable + electric cable diameter + 12" separation to gas main + outside diameter of gas main + 6" clearance to edge of trench for gas main (see Central Hudson gas standard Figure 15).

D. The trench depth shall provide 30" cover over the electric cable, and the trench bottom shall be essentially level when both electric cable and gas main are laid in a common trench. The trench shall provide 24" cover over the gas main when only gas main is laid in a trench. See Central Hudson electric standard Figure 11 and Central Hudson gas standard Figure 15.

E. Correct unauthorized rock removal with backfill material conforming to NYSDOT Subbase Course Type 2 (Item 304.12) or Type 4 (item 304.14). Place material in maximum 6" lifts and compact to minimum 95% standard Proctor density using a vibratory roller (plate compactor is not acceptable) or "jumping jack" compactor. All backfill work shall be at the sole expense of the Contractor.

F. Excavated rock shall be removed from the site and not used for any trench backfill.

END OF SECTION 02229

SECTION 15732 - PACKAGED ELECTRIC ROOFTOP UNIT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes packaged electric rooftop units with the following components and accessories:

1. Direct-expansion cooling.
2. Economizer outdoor- and return-air damper section.
3. Integral, space temperature controls.
4. Roof curbs adapters.

1.2 DEFINITIONS

A. DDC: Direct-digital controls.

B. Outdoor-Air Refrigerant-Coil Fan: The outdoor-air refrigerant-coil fan in RTUs. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.

C. RTU: Packaged electric rooftop unit.

D. Supply-Air Fan: The fan providing supply air to conditioned space. "Supply air" is defined as the air entering a space from air-conditioning or ventilating apparatus.

E. Supply-Air Refrigerant Coil: Refrigerant coil in the supply-air stream to absorb heat (provide cooling) during cooling operations. "Supply air" is defined as the air entering a space from air-conditioning or ventilating apparatus.

1.3 ACTION SUBMITTALS

A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Wiring Diagrams: Power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Structural members to which RTU will be attached.
2. Roof openings.
3. Roof curbs and flashing.

B. Field quality-control test reports.

C. Warranty: Special warranty specified in this Section.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For supplied RTU, to include in emergency, operation, and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: One set for each belt-driven fan.
2. Filters: One set of filters.

1.7 QUALITY ASSURANCE

A. ARI Compliance:

1. Comply with ARI 210/240 and ARI 340/360 for testing and rating energy efficiencies for RTUs.
2. Comply with ARI 270 for testing and rating sound performance for RTUs.

B. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.

C. UL Compliance: Comply with UL 1995.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components of RTU that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
2. Warranty Period for Control Boards: Manufacturer's standard, but not less than three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide

1. AC-1: Carrier 50HC-D08B2A6-0F2C0

2.2 GENERAL

A. Outdoor, rooftop mounted, electrically controlled cooling unit utilizing a fully hermetic scroll compressor(s) for cooling duty.

B. Factory assembled, single-piece cooling only rooftop unit. Contained within the unit enclosure shall be all factory wiring, piping, controls, and special features required prior to field start-up.

C. Unit shall use environmentally sound Puron R410-A refrigerant.

D. Unit shall be installed in accordance with the manufacturer's instructions.

E. Unit must be selected and installed in compliance with local, state, and federal codes.

2.3 UNIT COMPLIANCES:

A. Unit shall meet ASHRAE 90.1 minimum efficiency requirements.

B. Unit shall be Energy Star certified where sizes are required.

C. Unit shall be rated in accordance with AHRI Standard 340/360.

D. Unit shall be designed to conform to ASHRAE 15.

E. Unit shall be UL-tested and certified in accordance with ANSI Z21.47 Standards and UL-listed and certified under Canadian standards as a total package for safety requirements.

F. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.

G. Unit casing shall be capable of withstanding 500-hour salt spray exposure per ASTM B117 (scribed specimen).

H. Unit casing shall be capable of withstanding Federal Test Method Standard No. 141 (Method 6061) 5000- hour salt spray.

I. Unit shall be designed and manufactured in accordance with ISO 9001.

J. Roof curb and roof curb adapter shall be designed to conform to NRCA Standards.

K. Unit shall be subjected to a completely automated run test on the assembly line. The data for each unit will be stored at the factory, and must be available upon request.

L. Unit shall be designed in accordance with UL Standard 1995, including tested to withstand rain.

M. Unit shall be constructed to prevent intrusion of snow and tested to prevent snow intrusion into the control box up to 40 mph.

N. Unit shall be shake tested to assurance level 1, ASTM D4169 to ensure shipping reliability.

O. High Efficiency Motors shall meet section 313 of the Energy Independence and Security Act of 2007 (EISA 2007).

2.4 DELIVERY, STORAGE, AND HANDLING

A. Unit shall be stored and handled per manufacturer's recommendations.

B. Unit to be lifted by crane shall require either shipping top panel or spreader bars.

C. Unit shall be shipped, stored or positioned only in the upright position.

2.5 OPERATING CHARACTERISTICS

A. Unit shall be capable of starting and running at 125 deg. F ambient outdoor temperature, meeting maximum load criteria of AHRI Standard 340/360 at ± 10% voltage.

B. Compressor with standard controls shall be capable of operation down to 35 deg. F ambient outdoor temperature. Accessory winter start kit is necessary if mechanically cooling at ambient temperatures below 35 deg. F (not needed).

C. Unit shall be factory configured and ordered for horizontal supply & return configurations. (The air handler is at the same elevation on the roof as the RTU and directly connected to the RTU.)

2.6 ELECTRICAL REQUIREMENTS

A. Main power supply voltage, phase, and frequency for new equipment must match the existing power supply on the rooftop (480 V, 3 Ø, 60 Hz).

2.7 UNIT CABINET

A. Unit cabinet shall be constructed of galvanized steel, and shall be bonderized and coated with a pre-painted baked enamel finish on all externally exposed surfaces.

B. Unit cabinet exterior paint shall be: dry film thickness 0.003 inches (3 mils) minimum; gloss (per ASTM D523, 60 deg. F): 60; Hardness: H-2H pencil hardness.

C. Evaporator fan compartment interior cabinet insulation shall conform to AHRI Standard 340/360 minimum exterior sweat criteria. Interior surfaces shall be insulated with a minimum 1/2-in. thick, 1 1/2 lb density, flexible fiberglass insulation bonded with a phenolic binder, neoprene coated on the air side. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.

D. Base of unit shall have a minimum of four locations for thru-the-base electrical connections standard. electric connections shall be internal to the cabinet to protect from environmental issues.

E. Base Rail

1. Unit shall have base rails on 4 sides.
2. Holes shall be provided in the base rails for rigging shackles to facilitate maneuvering and overhead rigging.
3. Holes shall be provided in the base rail for moving the unit by fork truck.
4. Base rail shall be a minimum of 16 gauge thickness.

F. Condensate pan and connections:

1. Shall be a sloped condensate drain pan made of a non-corrosive material.
2. Shall comply with ASHRAE Standard 62.
3. Shall use a 3/4-in -14 NPT drain connection, through the side of the drain pan. Connection shall be made per manufacturer's recommendations.

G. Top panel:

1. Shall be a multi-piece top panel linked with water tight flanges and locking systems.

H. Electrical Connections

1. All unit power wiring shall enter unit cabinet at a single, factory-prepared, knockout location. Verify that existing electric supply is in a suitable location, or relocate or extend electric supply as needed.
2. Thru-the-base capability.

    a. Standard unit shall have a thru-the-base electrical location(s) using a raised, embossed portion of the unit basepan.
    b. Optional, factory-approved, water-tight connection method must be used for thru-the-base electrical connections.
    c. No basepan penetration, other than as authorized by the manufacturer, is permitted.

I. Component access panels (standard)

1. Cabinet panels shall be easily removable for servicing.
2. Unit shall have one factory installed, tool-less removable, filter access panel.
3. Panels covering control box and filter shall have molded composite handles while the blower access door shall have an integrated flange for easy removal.
4. Handles shall be UV modified composite. They shall be permanently attached, and recessed into the panel.
5. Screws on the vertical portion of all removable access panel shall engage into heat resistant, molded composite collars.
6. Collars shall be removable and easily replaceable using manufacturer recommended parts.

2.8 COILS

A. Standard Aluminum Fin/Copper Tube Coils:

1. Standard evaporator and condenser coils shall have aluminum lanced plate fins mechanically bonded to seamless, internally grooved copper tubes with all joints brazed.
2. Evaporator coils shall be leak tested to 150 psig, pressure tested to 450 psig, and qualified to UL 1995 burst test at 1775 psig.
3. Condenser coils shall be leak tested to 150 psig, pressure tested to 650 psig, and qualified to UL 1995 burst test at 1980 psig.

2.9 REFRIGERANT COMPONENTS

A. Refrigerant circuit shall include the following control, safety, and maintenance features:

1. Thermostatic Expansion Valve (TXV) shall help provide optimum performance across the entire operating range. Shall contain removable power element to allow change out of power element and bulb without removing the valve body.
2. Refrigerant filter drier - Solid core design.
3. Service gauge connections on suction and discharge lines.
4. Pressure gauge access through a specially designed access screen on the side of the unit.

B. Compressors

1. Unit shall use fully hermetic, scroll compressor for each independent refrigeration circuit.
2. Models shall be available with 2 compressor/2 stage cooling.
3. Compressor motors shall be cooled by refrigerant gas passing through motor windings.
4. Compressors shall be internally protected from high discharge temperature conditions.
5. Compressors shall be protected from over-temperature and high pressure differential conditions by internal devices.
6. Compressor shall be factory mounted on rubber grommets.
7. Crankcase heaters shall be provided by the factory.

2.10 FILTER SECTION

A. Filters access is specified in the unit cabinet section of this specification.

B. Filters shall be held in place by a pre-engineered, preformed, field installed, slide-out filter tray, facilitating easy filter removal and installation.

C. Filters shall be low velocity, disposable, 2-in. thick fiberglass filters in standard, commercially available sizes. Only one size filter per unit is allowed.

2.11 EVAPORATOR FAN AND MOTOR

A. Evaporator fan motor:

1. Shall be a high efficiency, totally enclosed motor.
2. Shall use permanently lubricated bearings.
3. Shall have inherent thermal overload protection with an automatic reset feature.
4. Shall have a maximum continuous bhp rating for continuous duty operation; no safety factors above that rating shall be required.

B. Belt-driven Evaporator Fan:

1. Belt drive shall include an adjustable-pitch motor pulley and belt break protection system.
2. Belt drive shall use rigid pillow block bearing system with lubricant fittings at accessible bearing or lubrication line.
3. Blower fan shall be double-inlet type with forward-curved blades.
4. Blower fan shall be constructed from steel with a corrosion resistant finish and dynamically balanced.

2.12 CONDENSER FAN AND MOTOR

A. Condenser fan motor:

1. Shall be a high efficiency, totally enclosed motor.
2. Shall use permanently lubricated bearings.
3. Shall have inherent thermal overload protection with an automatic reset feature.
4. Shall use a shaft-down design.

B. Condenser Fan:

1. Shall be a direct-driven propeller type fan.
2. Shall have aluminum blades riveted to corrosion-resistant steel spiders and shall be dynamically balanced.

2.13 SPECIAL FEATURES OPTIONS AND ACCESSORIES

A. Integrated Economizers:

1. Integrated, gear-driven opposing blade design type capable of simultaneous economizer and compressor operation.
2. Independent modules for vertical or horizontal return configurations shall be available. Vertical and horizontal return modules shall be available as a factory installed option.
3. Damper blades shall be galvanized steel with composite gears. Plastic or composite blades on intake or return shall not be acceptable.
4. Shall include all hardware and controls to provide free cooling with outdoor air when temperature and/or humidity are below setpoints.
5. Shall be equipped with gear driven dampers for both the outdoor ventilation air and the return air for positive air stream control.
6. Shall be equipped with low-leakage dampers, not to exceed 2% leakage at 1 in. wg pressure differential.
7. Shall be capable of introducing up to 100% outdoor air.
8. Shall be equipped with a barometric relief damper capable of relieving up to 100% return air.
9. Shall be designed to close damper(s) during loss-of-power situations with spring return built into motor.

10. Dry bulb outdoor-air temperature sensor shall be provided as standard. Outdoor air sensor setpoint shall be adjustable and shall range from 40 to 100 deg. F. Additional sensor options shall be available as accessories.
11. The economizer controller shall also provide control of an accessory power exhaust Function. Unit factory set at 100%, with a range of 0% to 100%.
12. The economizer shall maintain minimum airflow into the building during occupied period and provide design ventilation rate for full occupancy. A remote potentiometer may be used to override the damper setpoint.
13. Dampers shall be completely closed when the unit is in the unoccupied mode.
14. Compressor lockout sensor shall open at 35 deg. F and close at 50 deg. F.
15. Actuator shall be direct coupled to economizer gear. No linkage arms or control rods shall be acceptable.
16. Economizer controller shall provide indications when in free cooling mode, in the DCV mode, or when the exhaust fan contact is closed.

B. Adapter Curb:

1. Full perimeter - fully assembled and welded roof curb with exhaust capability providing separate air streams for energy recovery from the exhaust air without supply air contamination.
2. Formed galvanized steel with pressure treated preservative wood nailer strip and shall be capable of supporting entire unit weight.
3. Shall permit installation of new unit to existing rooftop curb.
4. Replace existing flat exposed areas above AC-1 curb with new sheet metal raised seam roofing, and fully weatherproof all joints and seams.

C. Outdoor Air Enthalpy Sensor:

1. The outdoor air enthalpy sensor shall be used to provide single enthalpy control. When used in conjunction with a return air enthalpy sensor, the unit will provide differential enthalpy control. The sensor allows the unit to determine if outside air is suitable for free cooling.

D. Smoke detectors:

1. Shall be a Four-Wire Controller and Detector.
2. Shall be environmental compensated with differential sensing for reliable, stable, and drift-free sensitivity.
3. Shall use magnet-activated test/reset sensor switches.
4. Shall have tool-less connection terminal access.
5. Shall have a recessed momentary switch for testing and resetting the detector.
6. Controller shall include:

    a. One set of normally open alarm initiation contacts for connection to an initiating device circuit on a fire alarm control panel.

b. Two Form-C auxiliary alarm relays for interface with rooftop unit or other equipment.
c. One Form-C supervision (trouble) relay to control the operation of the Trouble LED on a remote test/reset station.
d. Capable of direct connection to two individual detector modules.
e. Can be wired to up to 14 other duct smoke detectors for multiple fan shutdown applications.

2.14 ELECTRICAL POWER

A. Provide a National Electric Code (NEC) and UL approved, external, fused safety switch for unit power shutoff and lockout capability.

B. Provide unit-mounted, non-fused disconnect switch for local shutdown:

1. Switch shall be factory-installed, internally mounted.
2. Switch shall be accessible from outside the unit.

C. Provide convenience outlet:
1. The convenience outlet shall be factory installed and internally mounted to provide an easily accessible 120-v female receptacle.
   a. Power required to operate the convenience outlet shall be provided by a factory-installed step-down transformer, powered from the 480-v main line power to the rooftop unit, and shall be fused on the transformer primary.
   b. The convenience outlet shall be on a dedicated circuit with independent fuse or circuit breaker protection and shall include a 15 amp GFCI receptacle.
2. The rooftop unit electrical ratings shall be UL certified and shall include the additional outlet amperage.

2.15 CONTROLS

A. Provide self-contained low-voltage control unit:
1. Control unit shall have its own control-circuit transformer, powered from the 480-v main line power to the rooftop unit.
   a. Transformer shall be a factory-installed step-down transformer.
   b. Transformer shall have built-in overcurrent protection with a resettable circuit breaker on the 24-v transformer side.
   c. Transformer shall have minimum 75VA capacity or as required by the control unit.
2. The control unit shall utilize color-coded wiring.
   a. Control unit shall include a central terminal board to conveniently and safely provide connection points for vital control functions such as: smoke detectors, phase monitor, economizer, thermostat, DDC control options, and low and high pressure switches.
   b. Control unit shall include a minimum of one 8-pin screw terminal connection board for connection of control wiring.

3. The control unit shall provide the following safeties:

   a. Compressor over-temperature and high internal pressure differential.
   b. Low-pressure switch.
      1) Unit shall have different sized connectors for the circuit 1 and circuit 2 low pressure switches. The connectors shall physically prevent the cross-wiring of the low pressure safety switches between circuits 1 and 2.
      2) Low pressure switch shall use different color wire than the high pressure switch. The purpose is to assist the installer and service technician to correctly wire or troubleshoot the rooftop unit.
   c. High-pressure switch.
      1) Unit shall have different sized connectors for the circuit 1 and circuit 2 high pressure switches. The connectors shall physically prevent the cross-wiring of the high pressure safety switches between circuits 1 and 2.
      2) High pressure switch shall use different color wire than the low pressure switch. The purpose is to assist the installer and service technician to correctly wire or troubleshoot the rooftop unit.

2.16 CAPACITIES AND CHARACTERISTICS

A. AC-1; Carrier 50HC-D08B2A6-0F2C0:

1. Supply-Air Fan:
   a. Airflow: 3000 cfm.
   b. External Static Pressure: 1.5 in wg.

2. Supply-Air Refrigerant Coil:
   a. Total Cooling Capacity: 93,000 Btu/h.
   b. Sensible Cooling Capacity: 73,200 Btu/h.
   c. Entering-Air Dry-Bulb Temperature: 80 deg F.
   d. Entering-Air Wet-Bulb Temperature: 67 deg F.

3. Outdoor-Air Refrigerant Coil:
   a. Ambient-Air Temperature: 95 deg F.
   b. Number of Fans: 2.

4. Compressors:
   a. Energy-Efficiency Ratio (EER): 12.20.

5. Electrical Characteristics for Single-Point Connection:
   a. Voltage: 460.
   b. Phase: 3.
   c. Hertz: 60.
   d. Full-Load Amperes: 25.

e. Minimum Circuit Ampacity: 24.
f. Maximum Overcurrent Protection: 25 amps.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of RTU.

B. Examine roughing-in for RTU to verify actual locations of piping and duct connections before equipment installation.

C. Examine roof for suitable conditions where RTU will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Roof Curb Adapter: Remove existing roof curb adapter and install new adapter on existing roof curb, level and secure. Install RTU on curb adapter and coordinate roof penetrations and flashing with roof construction. Secure RTU to upper curb adapter rail, and secure curb adapter base to existing roof curb.

3.3 CONNECTIONS

A. Install condensate drain, minimum connection size, with trap and indirect connection to nearest roof drain or area drain.

B. Install piping adjacent to RTU to allow service and maintenance.

C. Duct installation requirements:
1. The existing air handling ductwork and enclosures that were left in place on the roof during selective demolition shall be connected to the new A/C RTU.
2. Connect supply ducts to RTU with new transition pieces as may be required and flexible duct.
3. Install return-air duct continuously through roof structure.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect test, and adjust components, assemblies, and equipment installations, including connections, and to assist in testing. Report results in writing.

B. Tests and Inspections:

1. After installing RTU and after electrical circuitry has been energized, test units for compliance with requirements.
2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Remove and replace malfunctioning unit and retest as specified above.

3.5 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

B. Complete installation and startup checks according to manufacturer's written instructions and do the following:

1. Inspect for visible damage to unit casing.
2. Inspect for visible damage to compressor, coils, and fans.
3. Inspect internal insulation.
4. Verify that labels are clearly visible.
5. Verify that clearances have been provided for servicing.
6. Verify that controls are connected and operable.
7. Verify that filters are installed.
8. Clean condenser coil and inspect for construction debris.
9. Remove packing from vibration isolators.
10. Verify lubrication on fan and motor bearings.
11. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
12. Adjust fan belts to proper alignment and tension.
13. Start unit according to manufacturer's written instructions.

    a. Start refrigeration system.
    b. Do not operate below recommended low-ambient temperature.
    c. Complete startup sheets and attach copy with Contractor's startup report.

14. Inspect and record performance of interlocks and protective devices; verify sequences.
15. Operate unit for an initial period as recommended or required by manufacturer.
16. Calibrate thermostats.

17. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
18. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F above return-air temperature:

    a. Coil leaving-air, dry- and wet-bulb temperatures.
    b. Coil entering-air, dry- and wet-bulb temperatures.
    c. Outdoor-air, dry-bulb temperature.
    d. Outdoor-air-coil, discharge-air, dry-bulb temperature.

19. Inspect controls for correct sequencing of mixing dampers, refrigeration, and normal and emergency shutdown.
20. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.

    a. Supply-air volume.
    b. Return-air volume.
    c. Relief-air volume.
    d. Outdoor-air intake volume.

21. Simulate maximum cooling demand and inspect the following:

    a. Compressor refrigerant suction and hot-gas pressures.
    b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.

22. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

3.6 CLEANING AND ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions.

B. After completing system installation and testing, adjusting, and balancing RTU and air-distribution systems, clean filter housings and install new filters.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain RTU.

END OF SECTION 15732

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Removing existing items to be refurbished and reused.

B. Related Requirements:
1. See also the more detailed description of demolition work in Paragraph 3.7 below.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.
5. **<Insert agenda items>**.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control, for asbestos assessment and abatement, and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Hours of work. Coordinate with Wastewater Treatment Plant operator.

2. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure that Wastewater Treatment Plant on-site operations are uninterrupted.
3. Interruption of utility services. Indicate how long utility services will be interrupted.
4. Coordination for shutoff, capping, and continuation of utility services.
5. Use of stairs.
6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Inventory: Submit a list of items to be removed and reused prior to start of demolition. It is not anticipated that there will be any items to salvage, but some items may be refurbished and reused.

E. Pre-demolition Photographs or Video: Submit before Work begins.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 CLOSEOUT SUBMITTALS

A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. If suspected hazardous materials or ACM are encountered, do not disturb; immediately notify Engineer and Owner.
   1. If the Contractor believes there may be asbestos containing materials (ACM) in the work area, he shall contact the Engineer and obtain authorization to perform an asbestos survey. The ACM survey shall be performed by a subcontractor subject to the Owner's approval under the asbestos survey allowance in the contract. The Contractor shall be paid the invoice amount plus a ten per cent (10%) handling fee.
   2. If ACM are encountered, do not disturb. ACM shall be abated by a subcontractor subject to the Owner's approval under the abatement allowance in the contract. The Contractor shall be paid the invoice amount plus a ten per cent (10%) handling fee.
   3. There will be no increase in the Contract Price due to the delay caused by ACM abatement, but the time of completion for the contract may be adjusted accordingly.

E. Storage or sale of removed items or materials on-site is not permitted, except for a short time to accumulate a truck load.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

G. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected before starting selective demolition operations. Cap abandoned utilities.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

E. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or preconstruction videotapes.
   1. Inventory and record the condition of items to be removed and refurbished and reused. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
   2. Before selective demolition or removal of existing elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off plant potable water service when requested by Contractor, if needed.
2. If the plant potable water service will need to be shut down for more than 2 hours, provide temporary water service bypass so that the plant remains fully operational.
3. The electric power to Power Panel 3 shall not be disrupted during demolition. The electric power to the boiler room may be shut down as needed during demolition.

C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
3. Cover and protect furniture, furnishings, and equipment that have not been removed.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices

during flame-cutting operations. Maintain adequate ventilation when using cutting torches.
4. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. This subparagraph B applies principally to the radiators in the administrative building, as more completely described in paragraph 3.7.C.8 below.

2. Clean, repair and repaint items to functional condition adequate for intended reuse.
3. Protect items from damage during temporary storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused and reinstalled, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill or recycling site or scrap dealer yard.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structure and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7 SELECTIVE DEMOLITION SCHEDULE

A. LIMIT OF WORK
1. This contract consists principally of building heat boiler replacements, domestic water heater replacement, and cleaning and replacing finned

tube radiator components. It also includes replacing the roof top air conditioning equipment.

2. All demolition work is confined to and related to the described upgrades and replacements, including all related mechanical, plumbing and electrical work.

B. PRE-DEMOLITION INSPECTION

1. Before any demolition work is begun, the contractor shall inspect the boiler room and all pipes, ductwork and equipment, and perform such testing as needed to satisfy himself that there is no asbestos containing material (ACM) present.
2. If any ACM is found, such ACM shall be abated before any demolition work is begun.

C. DEMOLITION

1. Insulation shall be removed from pipes and ductwork to be removed within the boiler room after it has been determined that there is no ACM in the boiler room, or the ACM has been abated.
   a. All pipe and duct insulation and wrap shall be removed from pipes and ducts to be removed.
   b. Pipes to remain (the main cold water line) shall remain insulated. Any damaged insulation or wrap shall be repaired or replaced at no additional cost to the Owner.
   c. All removed insulation and wrap shall become the property of the contractor and shall be properly disposed of.

2. The electric wiring, controls and lighting for the boiler room shall be removed.
   a. All 480 VAC wiring (including conduits and junction boxes and troughs), controls and appurtenances shall be removed from within the boiler room and back to the source power panel or breaker.
   b. The floor stub-ups at the boilers and water heater shall be cut even with the concrete floor, filled with cement grout and finished flush with the existing concrete floor.
   c. The low voltage thermostat wires shall be removed to within 12" of the boiler room wall and the cut wires shall be terminated in a 4" square by 2" deep box with 8" long wires inside the box. All cut wires shall be identified as to source/destination and function.
   d. All 120 VAC wiring in the boiler room shall be removed back to its source (either a junction box/conduit body or a circuit breaker outside of the boiler room).
   e. The existing ceiling mounted luminaires shall be removed. All wiring and conduits and switch shall be removed, including outside the boiler room, back to the circuit breaker or junction box supplying the power,
   f. All 120 VAC wiring outside the boiler room and next to the door, such as the boiler alarm, liquid level meter, and oil burner switch, shall be removed back to its source (either a junction box or a circuit breaker). Leave in place the battery charger (but a new electric supply shall be constructed per the Special Conditions

description of work). Provide temporary power (may be from an extension cord) to the battery charger after demolition of the power source until the new 120 VAC service is functional (see the description of electrical work in the Special Conditions).

g. All removed equipment and parts shall become the property of the contractor and shall be properly disposed of.

h. Any abandoned openings in the boiler room wall shall be sealed with mortar or a fireproof sealant. Any new or repurposed openings in the boiler room wall shall be sealed with a fireproof sealant.

3. The oil lines shall be removed.
   a. All oil filters, pumps, burners, and related appurtenances shall be removed in the boiler room.
   b. All oil lines, including unused/abandoned oil lines, shall be removed both within the boiler room and within the compressor room to a convenient point near the day tanks in the compressor room. The contractor shall take all means and precautions necessary to assure that the oil supply to the emergency generators is maintained fully functional.
   c. The oil lines left in place in the compressor room shall be capped to prevent oil spills or leaks.
   d. All oil from cut lines or removed equipment shall be captured and properly disposed of.
   e. The holes in the boiler room wall shall be patched with cementitious plugs to maintain the design fire rating of the wall.
   f. All removed equipment and parts shall become the property of the contractor and shall be properly disposed of.

4. The existing hydronic heating system within the boiler room shall be dismantled and removed in its entirety.
   a. All boiler vent/exhaust sheet metal pipes, dampers and related appurtenances shall be dismantled and removed in their entirety between the boilers and the building chimney.
   b. All boiler cold water supply pipe/tubing shall be removed to within 12" of the main domestic water line in the boiler room; and a ball valve shall be installed on the cut line. Coordinate with the plant operator regarding any shutdown of the plant domestic water system. Any shutdown should be limited to maximum 4 hours or as approved by the plant operator.
   c. All building or room heat and tunnel heat, hydronic supply and return lines shall be removed to within 12" of the boiler room wall or ceiling penetration; and a ball valve shall be installed on each cut line inside the boiler room. Each cut line shall be identified as to destination/origin (tunnel heat or building or room heat) and function (supply or return). All fluid from cut lines shall be captured and properly disposed of. The building drainage system shall not be used for any fluids disposal except potable water.
   d. All boiler supply and return header piping and circulator pumps and motors shall be removed. All fluid from cut lines shall be captured

and properly disposed of. The building drainage system shall not be used for any fluids disposal except potable water.

e. The expansion tank and supports shall be removed, except that any anchors may be left in place. All fluid from the tank and the cut lines shall be captured and properly disposed of. The building drainage system shall not be used for any fluids disposal except potable water.

f. Both boilers shall be dismantled and removed in their entirety. All fluid from within the boilers shall be captured and properly disposed of. The building drainage system shall not be used for any fluids disposal except potable water.

5. All other miscellaneous piping and appurtenances shall be removed from within the boiler room, including the brackets and shelf attached to the boiler room wall for the abandoned chemical feed equipment.

6. The existing domestic water heating system within the boiler room shall be dismantled and removed in its entirely, including:
   a. All burner vent/exhaust sheet metal pipe, damper and other appurtenances shall be removed to the chimney
   b. All associated cold water supply pipe/tubing shall be removed to within 12" of the cold water main in the boiler room, including installing a ball valve on the line (the supply may be the same as used for the boilers, and only the cold water line not removed with the boilers needs to be removed).
   c. All domestic hot water supply pipe/tubing to building users shall be removed to within 12" of the boiler room wall/ceiling penetration, including installing a ball valve on each line
   d. Each cut line shall be identified as to function (cold water or hot water)
   e. All removed equipment and parts shall become the property of the contractor and shall be properly disposed of.

7. The existing rooftop air conditioning mechanical equipment shall be removed in its entirety.
   a. The roof top air handling ductwork and enclosures shall be left in place.
   b. The electrical supply and disconnect switch shall remain in place, or be relocated as needed, and reused.
   c. The compressor, evaporator and condenser equipment and housings shall be removed, taking care to minimize damage to the roof curb.
   d. The roof opening shall be temporarily properly sealed against the weather until new equipment is set in place.
   e. All removed equipment and parts shall become the property of the contractor and shall be properly disposed of.

8. Limited parts of the existing finned tube radiators shall be removed as part of the heating system upgrades. More demolition and replacement work detail is provided in the Special Conditions description of work.

a. The thermostat and thermostat valve at each section of finned tube radiator or baseboard/convector heater shall be tested for proper function, including all sections within the Administration/Control building and within the tunnels. Any defective or non-operational thermostat and valve assembly shall be removed and replaced with a ball valve. Any openings in the hydronic hot water loop shall be closed off and sealed.
b. The steel covers on the finned tube elements in the tunnels shall be removed and disposed of.
c. The cast iron column radiator in the thickener building shall be removed.
d. The steel covers on the finned tube elements in the lavatories/locker rooms, halls, lobby, administrative/office rooms and other rooms in the Administration/Control building shall be removed to allow cleaning the finned tubes. The contractor shall take care to capture and properly dispose of all fluids. No building or tunnel drainage system shall be used for any fluids disposal except potable water.
e. All removed parts and pieces shall be properly disposed of.

9. All finned tube radiator and cover components in the chlorination room shall be removed.
   a. The contractor shall take care to capture and properly dispose of all fluids. No building or tunnel drainage system shall be used for any fluids disposal except potable water.
   b. All removed parts and pieces shall be properly disposed of.

END OF SECTION 024119

SECTION 235216 - SPECIFICATION FOR BUILDING HEAT CONDENSING BOILER SYSTEM, COMPLETE IN PLACE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions and Special Conditions apply to this Section.

1.2 SUMMARY

A. This Section is for a complete package to provide hot water for the building heating system and an indirect heat source for the domestic hot water system, in place and ready to operate. (The domestic hot water storage tank is described in the Special Conditions.) The work of this section shall include all connections to the fuel gas supply, all feedwater connections, all hydronic heating hot water components in the boiler room (circulators, headers and other pipes), connections to the building hydronic heating supply and return mains, connections to the indirect heater for domestic hot water, flue vents and connections, all connections to existing thermostat wires, integrated controls and wiring as needed to operate the boilers and indirect water heater and all circulators and any accessories, and all else as needed for a fully operational system, ready for the Owner to use. Only the main heating source, i.e. gas fired, condensing cast aluminum water tube boilers, is specified in detail. The basis for design is a **BUDERUS GB162 CASCADE** system. Only the work within the boiler room (as detailed in the shop drawing requirements) is covered by this Section.

1.3 SUBMITTALS

A. Product Data: Include manufacturer's data and cut sheets with the model identification and rated capacities for the boilers and furnished accessories and specialties for all items shown on the shop drawings (paragraph B below).

B. Shop Drawings:

1. overall arrangement and location within the boiler room:

   Detail the boiler equipment assemblies and indicate overall dimensions. Detail the required clearances and location and dimensions of each boiler and boiler base, and the complete boiler cascade system.

2. connections to existing pipes in boiler room:

   Detail the equipment and indicate dimensions of all connections to restore

hydronic heat at the existing building heat supply and return lines at the multiple locations within the boiler room.

Detail the equipment and indicate dimensions, required clearances, and location and size of new natural gas and existing feedwater connections in the boiler room.

Detail the equipment and indicate dimensions, location and size of all combustion air supply and flue vent connections. (Note: a concentric pipe arrangement was assumed, but if and as needed, this specification shall be assumed to be modified to refer to separate intake and vent pipes.)

If a new flue connection location is required (higher or lower than now in place), detail the equipment assemblies and indicate dimensions, required clearances, and location and size of the new opening, method of cutting the opening into the masonry chimney and the flue liner, method of sealing the new opening around the new concentric vent, method of sealing the existing (abandoned) opening for the boiler vent, and any other modifications required to the existing chimney.

If the existing flue connection location will be used, detail the equipment assemblies and indicate dimensions, required clearances, method of sealing the existing opening around the new concentric vent, and any other modifications required to the existing chimney.

3. connections to cascade boiler:

Detail the equipment and indicate dimensions of the cascade boiler hydronic hot water supply and return headers connections.

Detail the equipment and indicate dimensions of the natural gas connection.

Detail the equipment and indicate dimensions of the feedwater connection including backflow prevention.

Detail the equipment and indicate locations of the electric feeds for the 480 VAC and the 120/240 VAC connections (both feed from room electric and at boiler cascade controls and at circulators, etc), including wall mounted safety switches, and conduit and conduit bodies.

Detail the equipment and indicate dimensions of the cascade boiler combustion air intake and exhaust flue vent connection. (Note: a concentric pipe arrangement was assumed, but if and as needed, this specification shall be assumed to be modified to refer to separate intake and vent pipes.)

Detail the equipment and indicate dimensions, location and size of all drain lines from the boilers.

4. piping between boiler cascade and room connections:

For all piping connected to the boiler cascade, show a union, flange or other method to allow ready removal, for repair or maintenance, of the connecting

pipe between the boiler cascade and the room piping.

Detail the equipment and indicate dimensions of all connecting piping between the boiler cascade and the existing hydronic pipe ends, to restore hydronic heat at the existing building heat supply and return lines at the multiple locations within the boiler room. (Note in particular that the hydronic heat lines shall be routed to be away from or shielded from the air flow path of the existing fresh air louver in the boiler room.)

Detail the equipment and indicate dimensions, required clearances, and location and size of connecting piping between the boiler cascade and the natural gas and the feedwater connections in the boiler room. (Note in particular that the natural gas and the feedwater (cold water) lines shall be routed to be away from or shielded from the air flow path of the existing fresh air louver in the boiler room.)

Detail the equipment and indicate dimensions, location and size of all polypropylene concentric vent piping to be constructed between the boiler cascade and the combustion air supply and flue vent connection at the chimney. (Note: a concentric pipe arrangement was assumed, but if and as needed, this specification shall be assumed to be modified to refer to separate intake and vent pipes.)

Detail the equipment and indicate dimensions, location and size of all drain lines from the boilers to a room floor drain, including air gap requirements.

5. vent piping in chimney

   Detail the equipment assemblies and indicate dimensions, required clearances, and method of field assembly, components, and location and sizes of polypropylene concentric venting to be constructed inside the existing chimney, including method of securing the venting inside the chimney, and including a flue cover outside. (Note: a concentric pipe arrangement was assumed, but if and as needed, this specification shall be assumed to be modified to refer to separate intake and vent pipes.)

6. piping between boilers within the cascade:

   Detail the equipment and indicate dimensions, location and size of all feedwater piping between boilers.

   Detail the equipment and indicate dimensions, location and size of all natural gas piping between boilers.

   Detail the equipment and indicate dimensions, location and size of all hydronic system headers and circulators and piping between boilers.

   Detail the equipment and indicate dimensions, location and size of all air supply and combustion gas vent piping between boilers.

   Detail the equipment and indicate dimensions of the feedwater connections and low water cutoff within the boiler cascade.

Detail the equipment and indicate dimensions, location and size of all drain lines within the boiler cascade.

7. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between factory installed and field installed wiring. Show central controller to integrate all functions, including but not limited to, boiler cascade operations including modulation and sequencing all of the boilers, indirect water heater, all circulators and all other functions as needed.

C. Source Quality Control Tests and Inspection Reports: Indicate and interpret test results for compliance with performance requirements before shipping.

D. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

E. Maintenance Data: Include in the maintenance manuals. Include parts list, maintenance guide, and wiring diagrams for each boiler.

1.4 QUALITY ASSURANCE

A. Listing and Labeling: Provide electrically operated components specified in this Section that are listed and labeled.

1. The Terms "Listed" and "Labeled" shall be as defined in NFPA 70, Article 100.

2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

B. ASME Compliance: Boilers shall bear ASME "H" stamp and shall be National Board listed.

C. Comply with NFPA 70 for electrical components and installation.

D. Where no manufacturer is named, or no specification Section reference is made, provide materials of highest commercial grade from a nationally recognized manufacturer as suitable for the purpose and in full compliance with the NYS Building Codes.

1.5 WARRANTY

A. General Warranty: The Special Warranty specified in paragraph B below shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents. The installing contractor shall provide a one year warranty on parts and labor as part of the maintenance bond requirement.

B. Special Warranty: Submit a written warranty, executed by the contractor, for the heat exchanger.

1. Warranty Period: Manufacturer's standard, but not less than 10 years from

date of substantial completion of the project.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Manufacturer shall be a company specializing in manufacturing the products specified in this section with minimum five (5) years experience. Subject to compliance with requirements, manufacturers offering boilers that may be incorporated into the work include, but are not limited to, the following manufacturers:
   1. Buderus (basis for design)
   2. Triangle Tube
   3. Viessmann

B. Design: Boiler shall be CSA design certified as a condensing boiler. Boiler shall be equipped to operate in the condensing mode at all times. Boiler shall be designed for a minimum of 4:1 continuous turn down with constant CO_2 over the turndown range. The boiler shall operate with natural gas and have an input rating as noted on the drawings, and a thermal efficiency rating of at least 90% at rated input through I=B=R certified testing or AFUE of 93% at applicable input capacity. The boiler shall use a ceramic composite ignition system and a UL approved flame safeguard ignition control system using ionization electrode detection flame sensing. The design shall provide for quiet burner ignition and operation. Burner shall be premix ceramic diffused flame style and fire in a vertical pattern. Boiler must be able to vent both horizontally and vertically distances of up to 100 equivalent feet for both intake and exhaust.

C. Service Access: All boiler components shall be accessible from the front of the boiler. Cabinet service door shall be hinged style with lock feature for access to all serviceable components. The boiler shall not be manufactured with a large enclosure that is difficult to remove and reinstall.

D. Access to the controls shall be through a concealed access door, leaving diagnostic panel intact and not disrupted.

E. Indicating Lights: Each boiler shall include a diagnostic control panel with a text display indicating the condition of operation, pressure or fault.

2.2 BOILER COMPONENTS

A. Combustion Chamber: The combustion chamber shall be constructed of aluminum. An access door shall be provided for ease of service and inspection of the heat exchanger.

B. Heat Exchanger: The heat exchanger shall be inspected and bear the A.S.M.E. Section IV seal of approval. The heat exchanger shall be a multi-pass heat exchanger with a maximum working pressure of 58 psi. The heat exchanger's vertical design shall provide equal amounts of heat transfer throughout the entire heating surface. The boiler shall be equipped with a pressure relief valve set to 30 lb/sq in, factory mounted to the pump group assembly.

C. Gas Burner: Ceramic premix burner shall fire to provide equal distribution of heat throughout the entire heat exchanger. The burner shall be easily removed for maintenance without the disruption of any other major component of the boiler. Ignition rod and electrodes shall be removable for inspection and proper alignment without removing the burner. A window view port shall be provided for visual inspection of the flame during firing.

D. Ignition Components: The ignition hardware shall consist of ceramic composite ignition electrode and flame rod permanently arranged to ensure proper ignition electrode and sensor alignment. Electrodes must be capable of removal while leaving the burner intact.

E. Venting: An integrated safety sensor shall monitor flue gas temperatures to ensure that the maximum softening temperature threshold of the polypropylene vent piping is not exceeded.

F. Rated Capacity: The boiler shall be capable of operating at rated capacity with natural gas pressure as low as 5" W.C. (dynamic) to the inlet of the burner. Boilers that cannot provide full BTUH inputs at 5" W.C. (dynamic) will not be accepted.

G. The burner shall be capable of 100% firing rate without exceeding a NOx reading of 30 ppm as required for a Type 1 appliance under SCAQMD regulations.

H. The burner and gas train shall be provided with the following trim and features: Burner Firing: Full modulation with a minimum of 4:1 turndown @ continuous CO_2

Burner Ignition: ceramic composite glow igniter

Safety Controls: Energize ignition, limit time for establishing flame, prevent opening of gas valve until pilot flame is proven, stop gas flow on ignition failure, and allow gas valve to open.

Flue Gas Collector: Enclosed combustion chamber with integral combustion air blower and venting connection.

Gas Train: Manual gas valve, main gas valve (combination); all components to be factory mounted.

2.3 CASCADE COMPONENTS

A. Mounting Frame: Racking system shall be powder coat finished and provide for an in-line or back-to-back mounting configuration. All hardware shall be furnished with the racking system for field assembly. If a back-to-back mounting configuration is proposed, verify via a shop drawing that adequate clearance is available in the existing boiler room, and that a suitable vent and air supply connection can be made.

B. Supply and Return Header: Header system shall be constructed of schedule 40

carbon steel with pre-welded mounting lobes for racking attachment. The header system shall be reversible to accommodate site specific connection requirements. Boiler pump groups shall be connected to the header system with provided pipe segments and compression fittings.

C. Hydraulic Separator: The hydraulic separator shall be connected to the header system to ensure the boiler and system flows are decoupled. The hydraulic separator shall be factory fitted with an air vent, drain tapping and sensor well tapping. System connection may be completed with an included ANSI companion flange.

D. Insulation: The pre-molded insulation kit shall be made from closed-cell polystyrene and shall be provided with the cascade assembly materials.

E. Lead/Lag Control: Cascade controller shall be capable of sequencing all of the proposed boilers, able to accept 0-10 vdc setpoint signal, transmit alarm conditions and monitor system supply temperature via resistance sensor input. Sequencing of each boiler shall be accomplished in a serial method; lead/lag rotation shall be completed every 100 operating hours for equal boiler runtime.

2.4 BOILER TRIM

A. Pump Group Assembly: Grundfos UP26-99 circulator, integral flow check valve, supply and return shut-off valves, pressure gauge, 30 psig relief valve, and gas supply shut-off valve; all components to be factory assembled. A pump group shall be supplied for each boiler.

B. Gauge: Combination water pressure and temperature shipped factory installed. LCD or LED outlet temperature display shall be an integral part of the front boiler control panel to allow for consistent easy monitoring of temperatures, and shall be factory mounted and wired.

C. Flow Switch: Prevent burner operation when water falls below a safe level or when water flow is low. Flow switch shall be factory mounted and wired. Provision shall be made for installation of a low water cut off.

D. Boiler Air Vent: Automatic.

E. Operating Controls: Boiler shall be provided with an integrated flame safe guard control.

F. Operating Temperature Control: Shall be a digital P.I.D. controller adjustable from 90°F to 180°F. Control shall have the capability to provide outdoor air reset function with field installed accessory module.

G. High Limit: Temperature control with manual reset limits boiler water temperature in series with the operating control. High limit shall be field mounted and sense the outlet temperature of the boiler through a dry well.

2.5 MOTORS

A. Factory installed motors shall be high efficiency design and UL listed. They shall have an ambient temperature rating suitable for use with the boiler.

B. Boiler Blower Motor: The blower motor shall be removable without having to remove any gas train components. Blower motor *shall not* exceed 1 HP and shall *not* require more than 13 amps.

C. Available power in the boiler room is 3 phase 480 VAC and single phase 120/208 VAC power from a new transformer and electric panel to be constructed as part of this contract in the boiler room.

2.6 SOURCE QUALITY CONTROL

A. Test and inspect boiler according to the ASME Boiler and Pressure Vessel Code, Section IV. Boiler shall be test fired in the factory with a report attached permanently to the exterior cabinet of the boiler for field reference.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine area to receive boiler for compliance with requirements for installation tolerances and other conditions affecting boiler performance. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Construct concrete bases of the size required and in the required location.

B. Install boilers level and plumb, according to manufacturer's written instructions and referenced standards. Support boilers provided frame.

C. Install gas fired boilers according to NFPA 54.

D. Install electrical devices furnished with boiler, but not specified to be factory mounted, in accordance with NFPA 70 .

3.3 CONNECTIONS

A. Connect gas piping full size to boiler gas train inlet with union.

B. Connect system hot water piping to supply and return low loss header flanges.

C. Install piping from boiler safety relief valves to nearest floor drain.

D. Connect breeching to boiler outlet, full size of outlet. The boiler shall operate under positive (Category IV) stack pressure if vented individually. Boilers may

also be vented using a common flue approved by the boiler manufacturer and tested for use with the boilers. Use appropriate venting materials as listed in the installation manual for the product.

E. Electrical: Comply with applicable requirements in NFPA 70.

F. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory authorized service representative to supervise the field assembly of components and installation of boilers, including piping and electrical connections. Report results in writing.

1. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Manufacturer's representative shall supply a factory authorized service technician to start up the boilers.

C. The completed electrical installation shall be inspected by a UL listed inspector. Central Hudson shall inspect and approve the completed gas installation.

3.5 CLEANING

A. Flush and clean boilers on completion of installation, according to manufacturer's written instructions. Ensure the system is free of sediment, flux and any residual boiler water additives.

B. After completing boiler installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finishes including chips, scratches, and abrasions.

C. Fill the system with fresh water and the proper amount of inhibitor.

1. System fluid pH must be maintained between 7 and 8.5 without antifreeze. The use of tri-sodium phosphate is not allowed for pH treatment.

2. Filling with chlorinated water is acceptable if chlorine levels are below 100 ppm.

3. Maintain water hardness below 7 grains (130 ppm CaCO3).

4. Use only additives or treatments approved by the boiler manufacturer, and in accordance with amounts and concentrations approved by the boiler manufacturer.

5. If using antifreeze, fill with antifreeze approved by the boiler manufacturer and fresh water. Recommended antifreeze ratio is 30%. Never exceed 50% antifreeze concentration. Systems containing antifreeze not approved by the boiler manufacturer must be completely flushed to ensure no existing additives remain. See boiler manufacturer's instructions for a list of approved antifreeze solutions.

6. Record all water treatments and testing results in the manufacturer's water quality record book.

3.6 COMMISSIONING

A. Verify that installation is as indicated and specified. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements. Do not proceed with boiler startup until wiring installation is acceptable to equipment Installer.

B. Engage a factory authorized service representative or trained service tech to provide startup service. Start up to be performed only after complete boiler room operation is field verified to offer a substantial load and complete system circulation. One year warranty shall be handled by start-up tech.

C. Complete manufacturer's installation and startup checklist and verify the following:

1. Boiler is installed on provided frame.

2. Flue and chimney are installed without visible damage.

3. No damage is visible to boiler jacket, refractory, or combustion chamber.

4. Pressure reducing valves are checked for correct operation and specified relief pressure. Adjust as required.

5. Clearances have been provided and piping is flanged for easy removal and servicing.

6. Labels are clearly visible.

7. Boiler, burner, and flue are clean and free of construction debris.

8. Pressure and temperature gauges are installed.

9. Control installations are completed.

D. Ensure pumps operate properly.

E. Check operation of pressure reducing valve on gas train, including venting.

F. Check that fluid level, flow switch, and high temperature interlocks are in place.

G. Start pumps and boilers, and adjust burners to maximum operating efficiency.

1. Fill out startup checklist and attach copy with Contractor Startup Report.

2. Check and record performance of factory provided boiler protection devices and firing sequences.

3. Check and record performance of boiler fluid level, flow switch, and high temperature interlocks.

4. Run-in boilers as recommended or required by manufacturer.

H. Perform the following tests for high and low firing rate for modulating burners. Adjust boiler combustion efficiency at each firing rate. Measure and record the following:

1. Inlet gas pressure.

2. Gas pressure on manifold.

3. Flue gas temperature at boiler discharge.

4. Flue gas carbon dioxide and oxygen concentration.

5. Natural flue draft.

I. Measure and record temperature rise through each boiler.

3.7 DEMONSTRATION

A. Engage a factory authorized service representative to train Owner's maintenance personnel as specified below:

1. Operate boiler, including accessories and controls, to demonstrate compliance with requirements.

2. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.

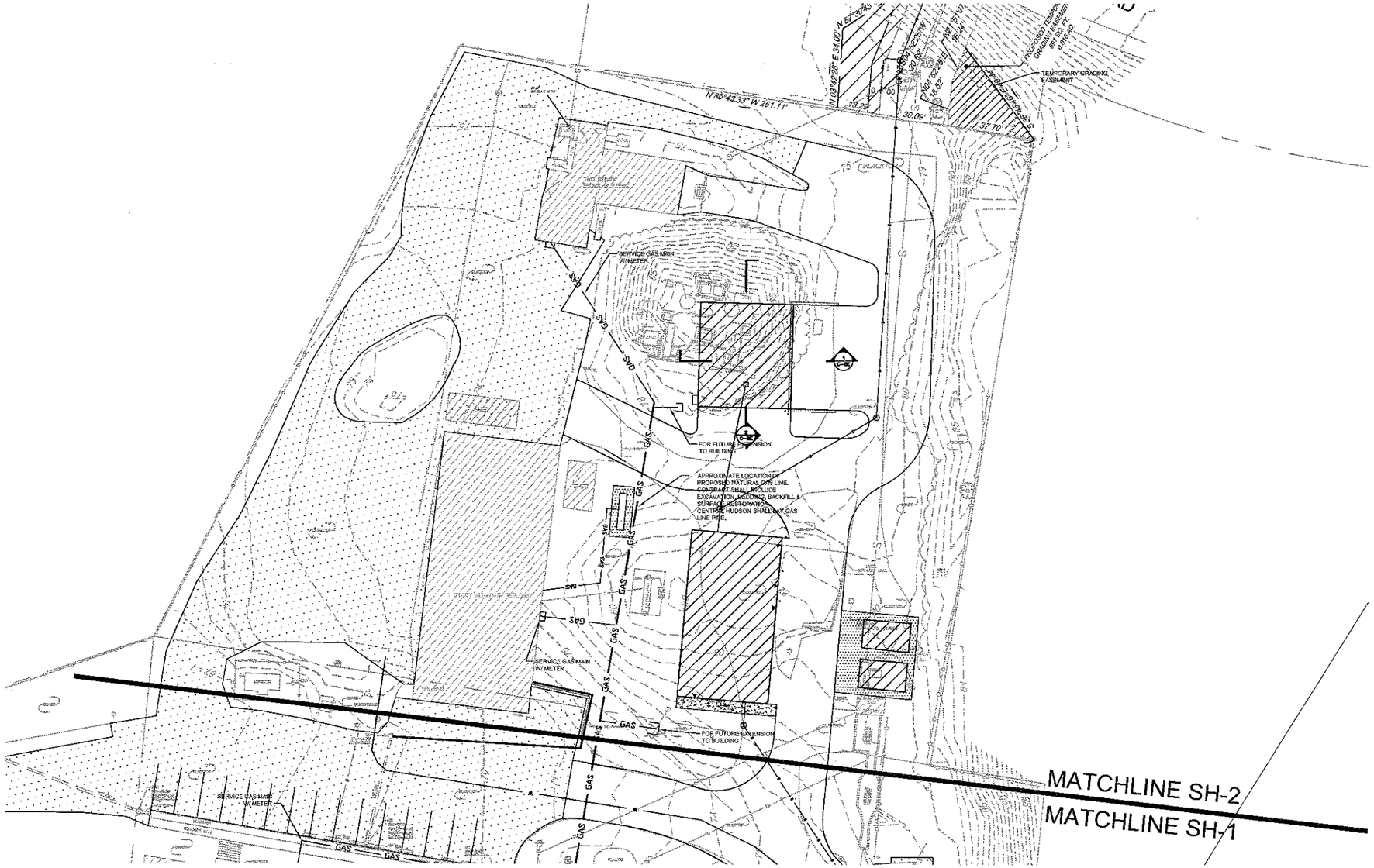
3. Review data in the maintenance manuals.

4. Review data in the maintenance manuals.

5. Schedule training with Owner with at least 7 days advance notice.

END OF SECTION 235216

XIV APPENDIX - DRAWINGS



DRAFT

TOWN OF POUGHKEEPSIE
ENGINEERING DEPARTMENT

REV. No.	DESCRIPTION	DATE	BY

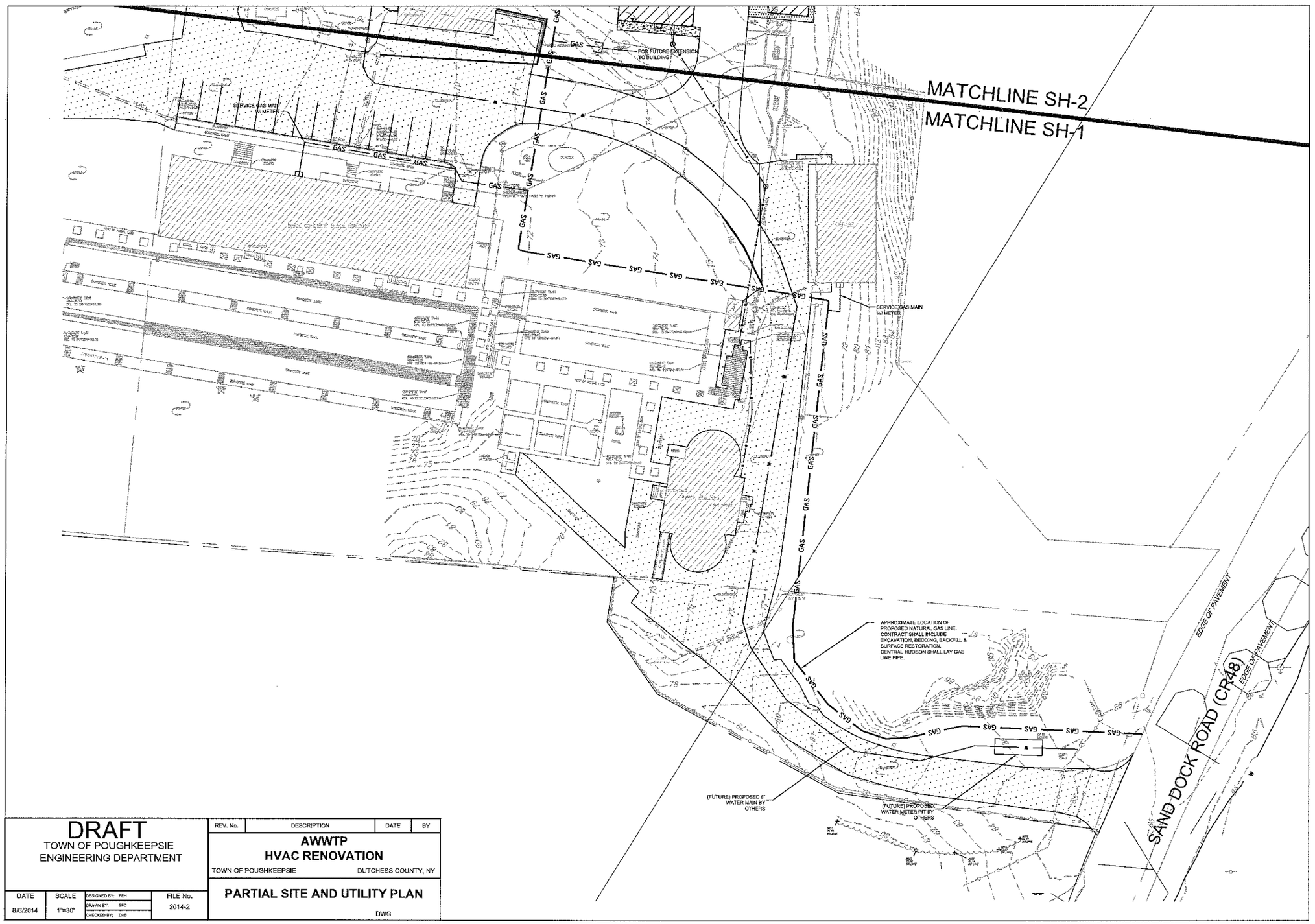
ARLINGTON WASTEWATER TREATMENT PLANT

TOWN OF POUGHKEEPSIE — DUTCHESS COUNTY, NY

PARTIAL SITE/UTILITY PLAN

DWG

DATE	SCALE	DESIGNED BY: PBH	FILE No.
8/6/14	1"=30'	DRAWN BY: SFC	2014-2
		CHECKED BY: DAB	



DRAFT

TOWN OF POUGHKEEPSIE
ENGINEERING DEPARTMENT

DATE	SCALE		FILE No.
8/6/2014	1"=30'	DESIGNED BY: PEH DRAWN BY: BRC CHECKED BY: DAB	2014-2

REV. No.	DESCRIPTION	DATE	BY

AWWTP
HVAC RENOVATION

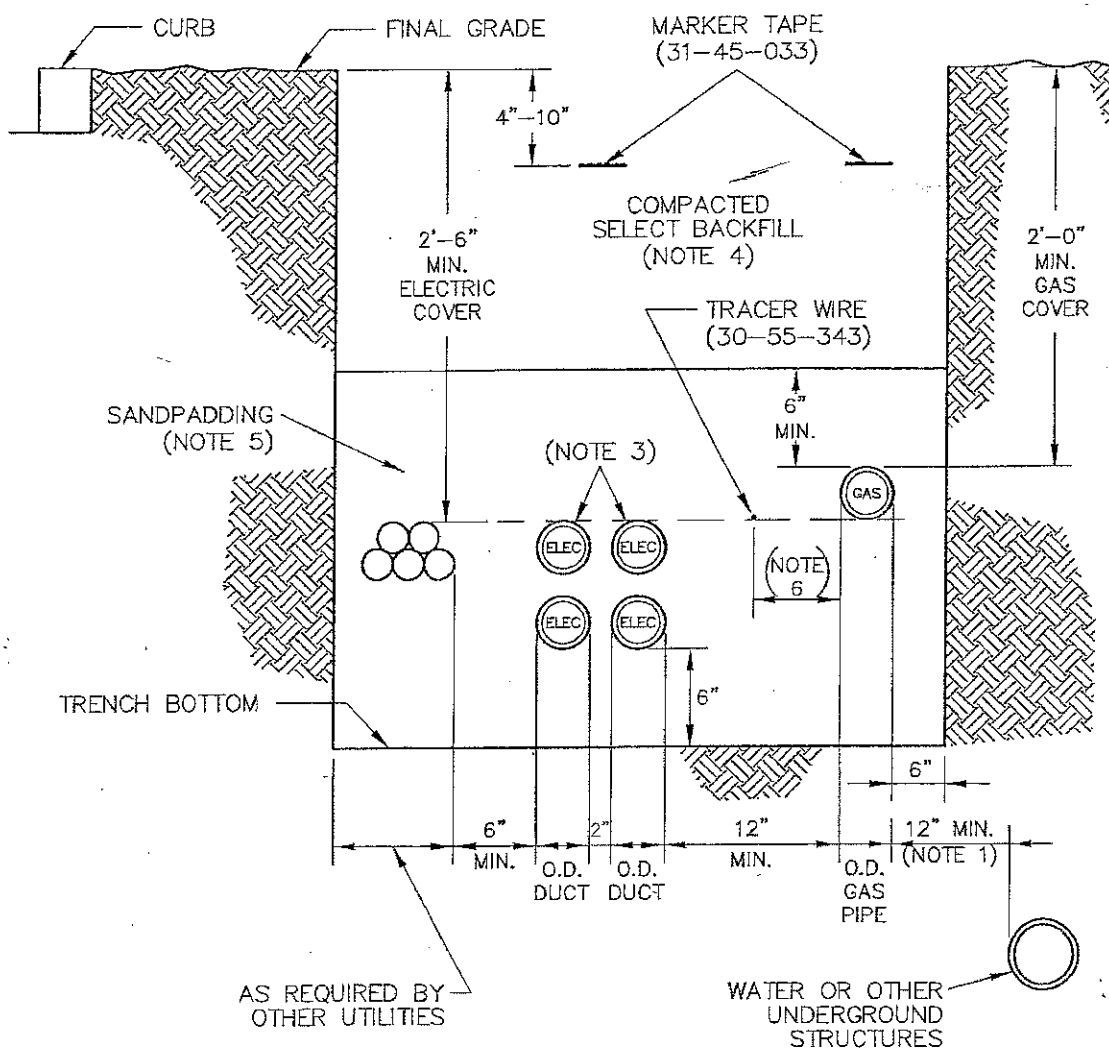
TOWN OF POUGHKEEPSIE DUTCHESS COUNTY, NY

PARTIAL SITE AND UTILITY PLAN

DWG

FIG. 11

SHEET 1 OF 1



NOTES:

1. THE MINIMUM CLEARANCE FROM GAS TO OTHER UTILITIES SUCH AS WATER & SEWER SHALL BE 12". CONSULT WITH OTHER UTILITIES OR REVIEW LOCAL ORDINANCES FOR ADDITIONAL CLEARANCE REQUIREMENTS. IF 12" CLEARANCE IS NOT POSSIBLE, REFER TO FIGURE 19 OF THE SPECIFICATIONS AND REQUIREMENTS OF GAS INSTALLATIONS.
2. GAS SHALL BE INSTALLED ON THE FIELD SIDE OF THE ELECTRIC.
3. SPACING SHALL BE MAINTAINED FOR CONCRETE ENCASED DUCTS.
4. COMPACTED SELECT BACKFILL MAY BE ON–SITE MATERIAL PROVIDED IT CONTAINS NO ROCKS OR STONES OVER 6" IN DIAMETER, ROOTS, STUMPS OR CONSTRUCTION DEBRIS.
5. REFER TO FIGURE 20 FOR DEFINITION OF SANDPADDING.
6. LOCATE TRACER WIRE A SUFFICIENT DISTANCE FROM PLASTIC PIPE TO MINIMIZE TRACER WIRE TO PIPE CONTACT.

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 6/1/06
DRAWN.	TYPICAL COMMON TRENCH CONFIGURATION ELECTRIC DUCTS W/GAS MAIN AND OTHER UTILITIES	ISSUE
CLEAR		APP.
ENGR.		APP.
APP.		

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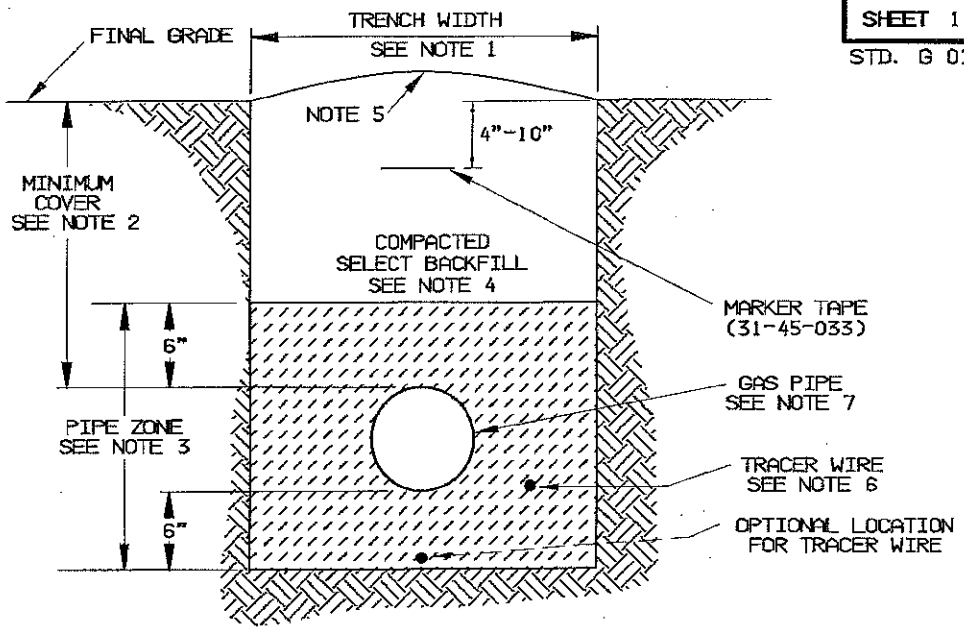
FIGURE 13

SHEET 1 OF 1

STD. G 01 03 002.1



NOTES:

1. THE MINIMUM TRENCH WIDTH SHALL BE AS FOLLOWS:

PIPE SIZE	TRENCH WIDTH
2"	12"
3"-12"	PIPE O.D.+12"

2. MINIMUM DEPTH OF COVER FROM FINAL GRADE TO TOP OF PIPE SHALL BE AS FOLLOWS :

	IN EARTH	IN ROCK
DISTRIBUTION MAINS	24"	24"

* OTHER DEPTHS MAY BE REQUIRED BY THE PUBLIC AUTHORITY. FOR NAVIGABLE WATER CROSSINGS. CONSULT CENTRAL.

3. SANDPADDING IS REQUIRED IN THE PIPE ZONE. REFER TO FIGURE 14 FOR DEFINITION OF SANDPAD. IT SHALL BE THOROUGHLY COMPACTED IN 12" LIFTS OR AS REQUIRED BY THE GOVERNING AUTHORITY.
4. COMPACTED SELECT BACKFILL MAY BE ON-SITE MATERIAL PROVIDED IT CONTAINS NO ROCKS OR STONES OVER 6" IN DIAMETER, ROOTS, STUMPS OR CONSTRUCTION DEBRIS. IT SHALL BE THOROUGHLY COMPACTED IN 12" LIFTS OR AS REQUIRED BY THE GOVERNING AUTHORITY.
5. THE BACKFILLED TRENCH SHALL BE CROWNED SLIGHTLY TO ALLOW FOR FUTURE SETTLEMENT.
6. FOR PLASTIC PIPE, INSTALL TRACER WIRE (30-55-343) AS PER FIGURES 17 & 18.
7. IN AREAS WHERE PLASTIC PIPE LESS THAN 6" IN DIAMETER IS INSTALLED BELOW THE WATER TABLE, AN UNOPENED 75 LB. BAG OF CONCRETE MIX SHALL BE PLACED DIRECTLY OVER THE PIPE EVERY 40 FEET TO PREVENT THE PIPE FROM FLOATING UP AFTER INSTALLATION. THE BAGS SHALL BE BACKFILLED ALONG WITH THE PIPE.
8. CONSULT CENTRAL HUDSON GAS & ELECTRIC FOR TRENCHES OVER 5 FEET DEEP AS THEY REQUIRE SHORING AND/OR SLOPING.
9. FOR MINIMUM CLEARANCES OF PIPE TO UNDERGROUND OBSTRUCTIONS, REFER TO FIGURE 19.
10. IN STEEP TERRAIN, TRENCH BREAKERS AND EROSION CONTROL MAY BE REQUIRED. CONSULT CENTRAL HUDSON.

GAS STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 5/07
DRAWN. _____ CLEAR _____ ENGR. _____ APP. _____	TRENCHING AND BACKFILL REQUIREMENTS DISTRIBUTION PIPING	ISSUE APP. APP.

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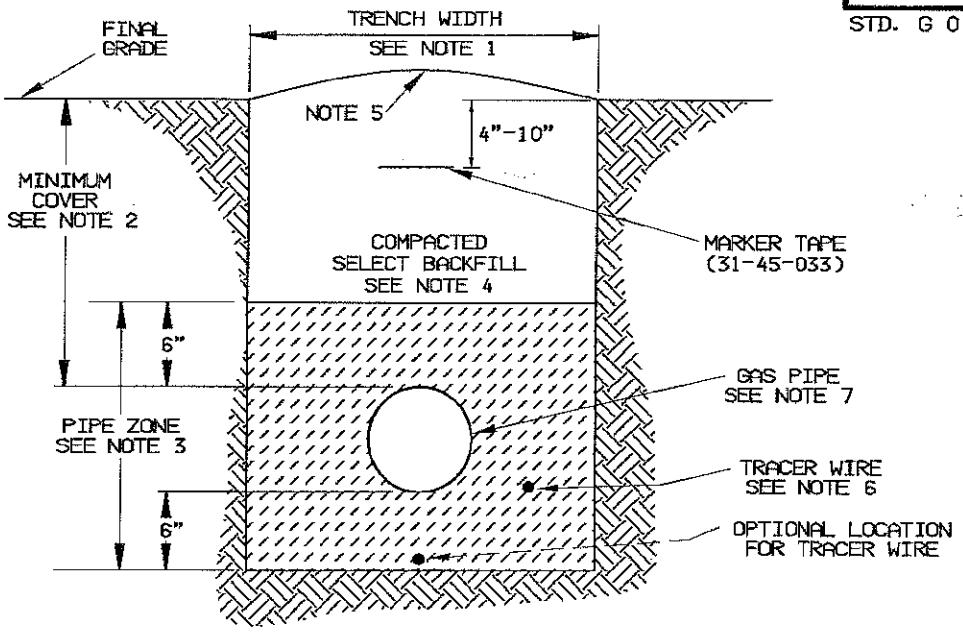
FIGURE 13.1

SHEET 1 OF 1

STD. G 01 03 002.2



NOTES:

1. THE MINIMUM TRENCH WIDTH SHALL BE AS FOLLOWS:

PIPE SIZE	TRENCH WIDTH
UP TO 1"CTS	4"
1¼"-2"	12"
3"-6"	PIPE O.D.+12"

2. MINIMUM DEPTH OF COVER FROM FINAL GRADE TO TOP OF PIPE SHALL BE AS FOLLOWS:

	IN EARTH	IN ROCK
DISTRIBUTION SERVICES	18"	12"

* OTHER DEPTHS MAY BE REQUIRED BY THE PUBLIC AUTHORITY

3. SANDPADDING IS REQUIRED IN THE PIPE ZONE. REFER TO FIGURE 14 FOR DEFINITION OF SANDPAD. IT SHALL BE THOROUGHLY COMPACTED IN 12" LIFTS OR AS REQUIRED BY THE GOVERNING AUTHORITY.
4. COMPACTED SELECT BACKFILL MAY BE ON-SITE MATERIAL PROVIDED IT CONTAINS NO ROCKS OR STONES OVER 6" IN DIAMETER, ROOTS, STUMPS OR CONSTRUCTION DEBRIS. IT SHALL BE THOROUGHLY COMPACTED IN 12" LIFTS OR AS REQUIRED BY THE GOVERNING AUTHORITY.
5. THE BACKFILLED TRENCH SHALL BE CROWNED SLIGHTLY TO ALLOW FOR FUTURE SETTLEMENT.
6. FOR PLASTIC PIPE, INSTALL TRACER WIRE (30-55-343) AS PER FIGURES 17 & 18.
7. IN AREAS WHERE PLASTIC PIPE LESS THAN 6" IN DIAMETER IS INSTALLED BELOW THE WATER TABLE, AN UNOPENED 75 LB. BAG OF CONCRETE MIX SHALL BE PLACED DIRECTLY OVER THE PIPE EVERY 40 FEET TO PREVENT THE PIPE FROM FLOATING UP AFTER INSTALLATION. THE BAGS SHALL BE BACKFILLED ALONG WITH THE PIPE.
8. CONSULT CENTRAL HUDSON GAS & ELECTRIC FOR TRENCHES OVER 5 FEET DEEP AS THEY REQUIRE SHORING AND/OR SLOPING.
9. FOR MINIMUM CLEARANCES OF PIPE TO UNDERGROUND OBSTRUCTIONS, REFER TO FIGURE 19.
10. IN STEEP TERRAIN, TRENCH BREAKERS AND EROSION CONTROL MAY BE REQUIRED. CONSULT CENTRAL HUDSON.

GAS STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 5/07
DRAWN. _____ CLEAR _____ ENGR. _____ APP. _____	TRENCHING AND BACKFILL REQUIREMENTS DISTRIBUTION SERVICES	ISSUE APP. APP.

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FIGURE 14

SHEET 1 OF 1

STD. G 01 03 005.0

UNDERGROUND RESIDENTIAL DISTRIBUTION (URD)

GENERAL

1. JOINT USE, RANDOM LAY, DIRECT BURIAL CABLE INSTALLATIONS INVOLVING BOTH POWER AND COMMUNICATIONS CABLES ARE LIMITED TO THOSE APPLICATIONS IN WHICH THE POWER CABLES DO NOT EXCEED:
   A. 5,300 VOLTS PHASE TO PHASE FOR UNGROUNDED (DELTA) OPERATION OR
   B. 22,000 VOLTS PHASE TO GROUND FOR GROUNDED (WYE) OPERATION
2. WHERE THE POWER CABLE EXCEEDS 300 VOLTS TO GROUND, THE INSTALLATION SHALL INCLUDE A BARE OR SEMICONDUCTING JACKETED GROUNDED CONDUCTOR IN CONTINUOUS CONTACT WITH EARTH (EXCEPT FOR SHORT SECTIONS SUCH AS CONDUIT UNDER A HIGHWAY)
3. MARKER TAPE SHALL BE INSTALLED IN ALL URD INSTALLATIONS.
4. ELECTRIC CABLE AND GAS PIPE SHALL BE LAID IN THE TRENCH WITHOUT TENSION.
5. DIRECT BURIED CABLES AND GAS MAINS/SERVICES SHALL NOT BE PLACED IN LOCATIONS FOR WHICH THE SURFACE IS NOT READILY ACCESSIBLE (SUCH AS UNDER SIDEWALKS AND ALONG PAVED ROADWAYS). DIRECT BURIED CABLES MAY CROSS UNDER PAVED ROADS. HOWEVER, ALL MAIN ROADS SHALL HAVE AT LEAST ONE SPARE DUCT INSTALLED ALONG WITH THE CABLE. SPARE DUCTS ARE OPTIONAL FOR PARKING LOTS AND SIDE ROADS BASED UPON INDIVIDUAL CIRCUMSTANCES.
6. TRACER WIRE SHALL BE INSTALLED FOR ALL JOINT URD's AS PER FIGURES 17 AND 18.

TRENCH INSTALLATIONS

7. GAS AND ELECTRIC FACILITIES SHALL NOT BE INSTALLED UNLESS THE SURFACE IS AT, OR NO MORE THAN 6" BELOW FINAL GRADE. MINIMUM COVER REQUIREMENTS SHALL BE MET BOTH DURING CONSTRUCTION AND AFTER FINAL GRADING.
8. TRENCHES SHALL BE EXCAVATED TO ADEQUATE WIDTH AND DEPTH TO ACCOMMODATE THE FACILITIES TO BE INSTALLED AND TO ASSURE SUFFICIENT COVER AS SPECIFIED.
9. CONSULT CENTRAL HUDSON GAS & ELECTRIC FOR TRENCHES OVER 5 FEET DEEP AS THEY REQUIRE SHORING AND/OR SLOPING.
10. FOR THE PURPOSE OF THESE STANDARDS, SANDPADDING SHALL BE IMPORTED NATURAL OR MANUFACTURED CONCRETE SAND. CUSHION SAND, SCREENED BANK RUN, OR FINE AGGREGATE (SUCH AS "ITEM 1, 1A, 1B, OR 1ST"). IT SHALL CONSIST OF HARD, STRONG, DURABLE PARTICLES FREE FROM CLAY, LOAM, OR HARMFUL SUBSTANCES. THE MATERIAL SHALL BE SCREENED TO CONTAIN NO SHARP STONES OR STONES GREATER THAN ¼ INCH IN DIAMETER. THE MATERIAL SHALL BE SIGNIFICANTLY DIFFERENT IN COLOR OR CONSISTANCY TO READILY DISTINGUISH IT FROM THE SOILS SURROUNDING THE TRENCH.
11. THE TRENCH BOTTOM SHALL BE SMOOTH AND FREE OF ALL STONE AND SHARP OBJECTS. A 6" LAYER OF SAND PADDING SHALL BE PLACED ON THE BOTTOM OF THE TRENCH PRIOR TO THE INSTALLATION OF ELECTRIC AND/OR GAS UTILITIES.
12. THE ELECTRIC AND COMMUNICATION CABLES SHALL BE COVERED WITH A MINIMUM 12" OF SAND PADDING. THE GAS MAIN AND SERVICES SHALL BE COVERED WITH A MINIMUM OF 6" OF SAND PADDING.
13. PLACE WOODEN STAKES AS OFTEN AS NEEDED TO MAINTAIN REQUIRED SEPARATION. THE TRACER WIRE MAY BE TAPED TO THE STAKES TO MINIMIZE CONTACT WITH THE PLASTIC PIPE.

CLEARANCES

14. A MINIMUM CLEARANCE OF 12" SHALL BE MAINTAINED BETWEEN GAS PIPING AND OTHER UNDERGROUND UTILITIES OR STRUCTURES.
15. ELECTRIC CABLES SHALL NOT BE INSTALLED WITH LESS THAN 12" SEPARATION FROM OTHER UNDERGROUND STRUCTURES EXCEPT AS PROVIDED BY THESE STANDARDS.
16. PRIMARY ELECTRIC CABLES SHALL NOT BE LOCATED WITHIN 5 FEET OF SWIMMING POOLS OR THEIR AUXILIARY EQUIPMENT.
17. THE GAS MAIN SHALL BE LAID ON THE HOUSE SIDE OF JOINT URD TRENCHES. FOR GAS MAINS AND SERVICES INSTALLED JOINTLY WITH ANOTHER ELECTRIC UTILITY, THE MAIN SHALL BE INSTALLED AS PER THE CONSTRUCTION STANDARDS OF THE ELECTRIC UTILITY.
18. FOR GAS MAIN/SERVICES AND CABLE (ELECTRIC, COMMUNICATIONS, ETC.) CROSSINGS WITH LESS THAN 12" BUT GREATER THAN OR EQUAL TO 6", THE CABLES SHALL BE PLACED IN A SCHEDULE 40 PLASTIC DUCT WHICH EXTENDS, WHERE POSSIBLE, 2 FEET BEYOND EACH END OF THE SECTION OF GAS MAIN/SERVICE WHERE THE CLEARANCE IS LESS THAN 12". SECONDARY AND/OR SERVICE CABLES SHALL NOT BE PLACED IN THE SAME DUCT AS PRIMARY CABLES. COMMUNICATION CABLES MAY BE PLACED IN A DUCT WITH OTHER 600 VOLT OR LESS CABLES. CLEARANCES BETWEEN GAS MAIN/SERVICES AND CABLE LESS THAN 6" ARE NOT ACCEPTABLE.

GAS STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 5/07
DRAWN. _____ CLEAR _____ ENGR. _____ APP. _____	UNDERGROUND RESIDENTIAL DISTRIBUTION (URD) JOINT WITH GAS AND OTHER UTILITIES	ISSUE APP. APP.

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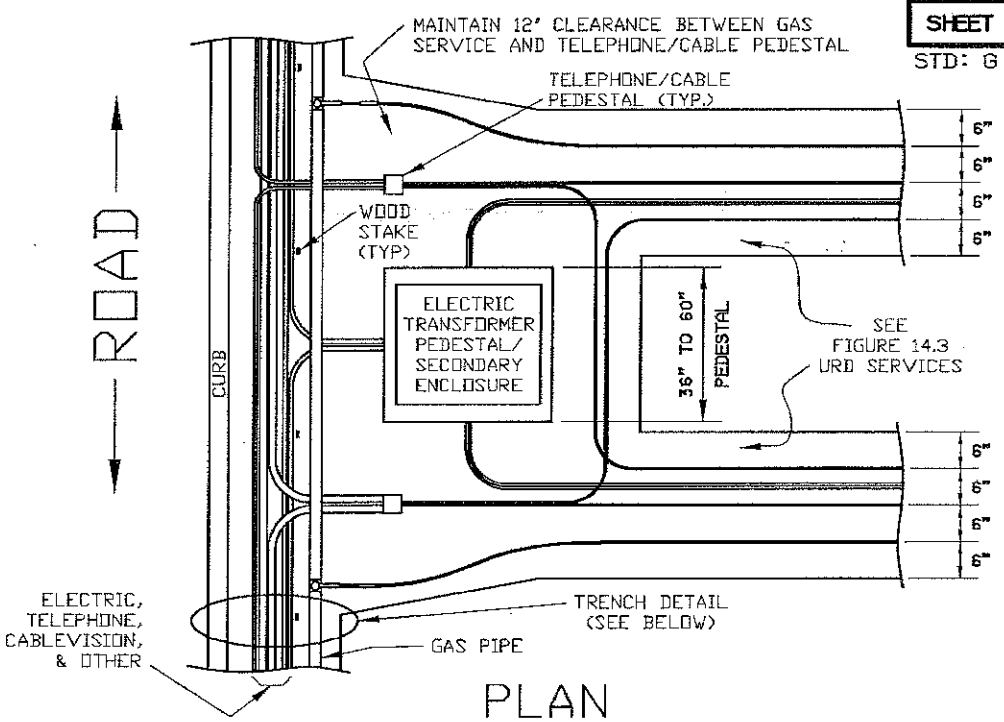
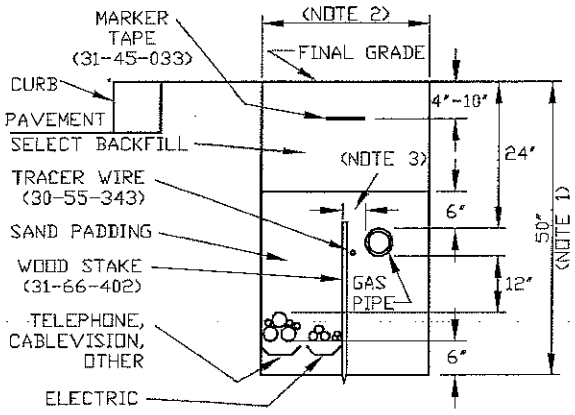
FIGURE 14.1

SHEET 1 OF 1

STD: G 01 03 005.1

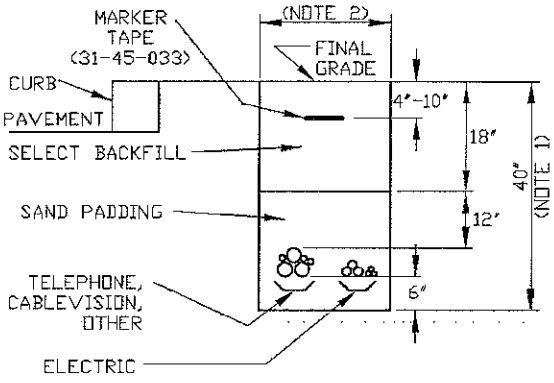


PLAN



TRENCH DETAIL

(GAS AND ELECTRIC)



TRENCH DETAIL

(ELECTRIC ONLY)

NOTES:

1. INDICATED TRENCH DEPTH IS FOR 2" OR 4" GAS MAINS. FOR 6" MAINS THE TRENCH DEPTH SHALL BE 52". FOR ELECTRIC-ONLY INSTALLATIONS, THE DEPTH OF COVER CAN BE REDUCED TO 30" OVER ELECTRIC AND OTHER CABLE UTILITIES.
2. TRENCH WIDTH FOR 2" OR 4" GAS MAINS SHALL BE A MINIMUM 28" PLUS WIDTH REQUIRED BY TELEPHONE AND CABLEVISION. FOR 6" MAINS THE MINIMUM WIDTH WILL BE 30" PLUS TELEPHONE AND CABLEVISION REQUIREMENTS. FOR ELECTRIC-ONLY INSTALLATION, THE MINIMUM TRENCH WIDTH SHALL BE 18" PLUS TELEPHONE, CABLEVISION, AND OTHER UTILITY REQUIREMENTS.
3. LOCATE PLASTIC PIPE A SUFFICIENT DISTANCE FROM WOODEN STAKE TO MINIMIZE TRACER WIRE TO PIPE CONTACT.
4. ALL DIMENSIONS ARE MINIMUMS.

GAS STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 5/07
DRAWN. _____ CLEAR _____ ENGR. _____ APP. _____	UNDERGROUND RESIDENTIAL DISTRIBUTION (URD) ELECTRIC & GAS MAIN INSTALLATION WITH OTHER UTILITIES	ISSUE APP. APP.

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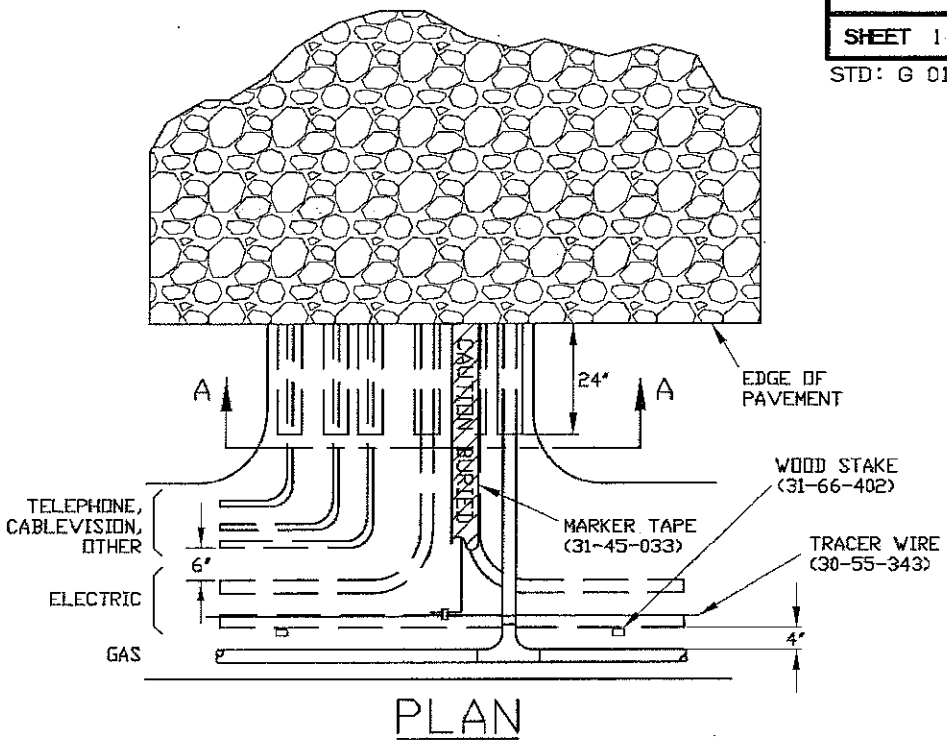
FIGURE 14.2

SHEET 1 OF 1

STD: G 01 03 005.2



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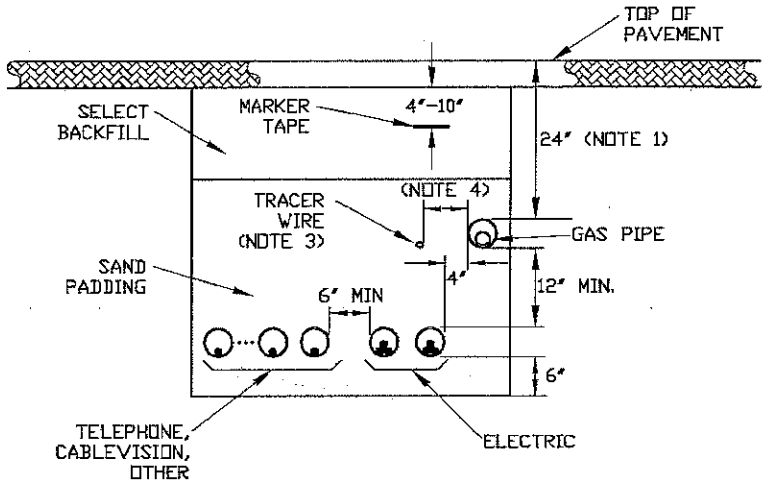

SECTION "A-A"

NOTES:

1. MINIMUM PIPE DEPTH SHALL BE 24" OR AS REQUIRED BY LOCAL AUTHORITIES.
2. IF ROAD CROSSING IS OPEN CUT, CONDUITS ARE NOT REQUIRED FOR GAS FACILITIES, HOWEVER, SPECIFIED SPACING SHALL BE MAINTAINED.
3. A SEPARATE 1" OR LARGER IPS SCHEDULE 40 PVC CONDUIT WITH PULL STRING, SHALL BE INSTALLED ALONG WITH OTHER ROAD CROSSING CONDUITS TO ACCOMMODATE TRACER WIRE INSTALLATION.
4. LOCATE TRACER WIRE A SUFFICIENT DISTANCE FROM PLASTIC PIPE TO MINIMIZE TRACER WIRE TO PIPE CONTACT.

GAS STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 5/07
DRAWN.	UNDERGROUND RESIDENTIAL DISTRIBUTION (URD) ROAD CROSSING INSTALLATION	ISSUE
CLEAR		APP.
ENGR.		APP.
APP.		

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FIGURE 15

SHEET 1 OF 1

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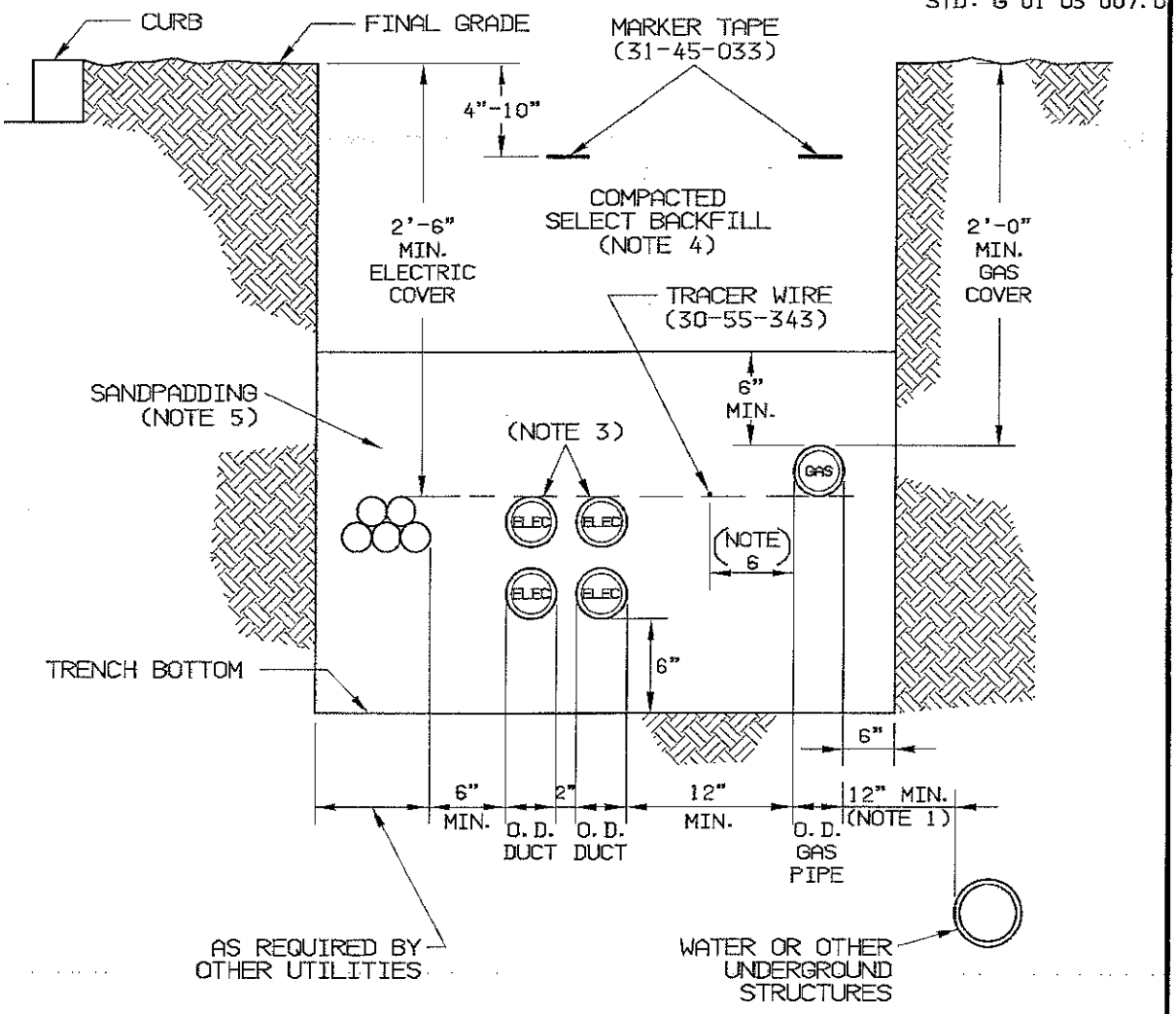

NOTES:

1. THE MINIMUM CLEARANCE FROM GAS TO OTHER UTILITIES SUCH AS WATER & SEWER SHALL BE 12". CONSULT WITH OTHER UTILITIES OR REVIEW LOCAL ORDINANCES FOR ADDITIONAL CLEARANCE REQUIREMENTS. IF 12" CLEARANCE IS NOT POSSIBLE, REFER TO FIGURE 19.
2. GAS SHALL BE INSTALLED ON THE FIELD SIDE OF THE ELECTRIC.
3. SPACING SHALL BE MAINTAINED FOR CONCRETE ENCASED DUCTS.
4. COMPACTED SELECT BACKFILL MAY BE ON-SITE MATERIAL PROVIDED IT CONTAINS NO ROCKS OR STONES OVER 6" IN DIAMETER, ROOTS, STUMPS OR CONSTRUCTION DEBRIS.
5. REFER TO FIGURE 14 FOR DEFINITION OF SANDPADDING.
6. LOCATE TRACER WIRE A SUFFICIENT DISTANCE FROM PLASTIC PIPE TO MINIMIZE TRACER WIRE TO PIPE CONTACT.

GAS STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 5/07
DRAWN. _____ CLEAR _____ ENGR. _____ APP. _____	TYPICAL COMMON TRENCH CONFIGURATION ELECTRIC DUCTS W/GAS MAIN AND OTHER UTILITIES	ISSUE APP. APP.

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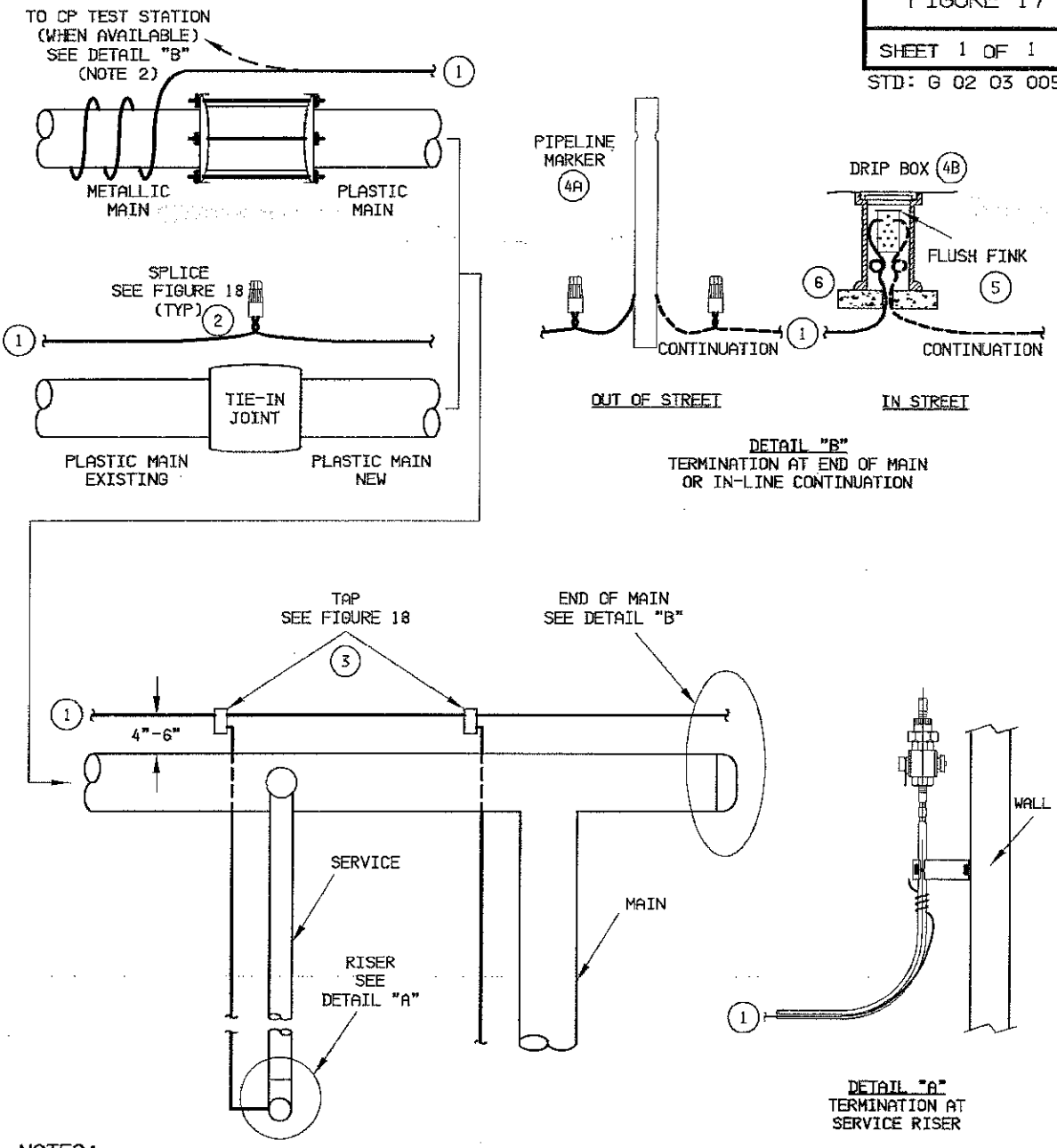
FIGURE 17

SHEET 1 OF 1

STD: G 02 03 005.0



NOTES:

1. TRACER WIRE SHALL BE INSTALLED 4"-6" BELOW OR TO EITHER SIDE OF ALL PLASTIC MAIN AND SERVICES. THE TRACER WIRE SHALL BE PLACED TO MINIMIZE CONTACT WITH THE PLASTIC PIPE OR TUBING.
2. WHEN TRANSITIONING FROM METALLIC MAIN TO PLASTIC MAIN, LOOSELY WRAP THE TRACER WIRE 3 TIMES AROUND THE METALLIC MAIN. STRIP THE INSULATION FROM THE TRACER WIRE END AND PLACE IN SOIL ADJACENT TO BUT NOT TOUCHING THE PIPE OR TERMINATE IN NEARBY CATHODIC TEST STATION, IF AVAILABLE.
3. FOR LONG RUNS OF MAIN WITHOUT SERVICES, INSTALL DRIP BOX WITH FLUSH FINK & TEST BLOCK OR PIPELINE MARKER WITH TRACER WIRE CONNECTION (PER DETAIL "B") AT SUFFICIENT INTERVALS (500'±) TO LOCATE BELOW-GRADE FACILITY.

GAS STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 5/07
DRAWN.	TRACER WIRE INSTALLATION FOR MAIN AND SERVICE	ISSUE
CLEAR		APP.
ENGR.		APP.
APP.		

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