

VOLUME 1 of 2
DIVISIONS 0 THROUGH 1
CONTRACT DOCUMENTS

ARLINGTON WASTEWATER TREATMENT PLANT

UPGRADE

FOR THE

TOWN OF POUGHKEEPSIE
1 OVEROCKER ROAD
POUGHKEEPSIE, NEW YORK

CONTRACT NO. 14-014 GC GENERAL CONSTRUCTION
CONTRACT NO. 14-014 EC ELECTRICAL CONSTRUCTION
CONTRACT NO. 14-014 HC HVAC CONSTRUCTION

MA#60401.30

TOWN SUPERVISOR TODD TANCREDI

BOARD MEMBERS
JON BAISLEY - FIRST WARD
BILL CARLOS - SECOND WARD
JOSEPH CONTE - THIRD WARD
MICHAEL CIFONE - FOURTH WARD
STEPHEN KRAKOWER - FIFTH WARD
ANN SHERSHIN - SIXTH WARD

TOWN CLERK FELICIA SALVATORE

Date: January 2014
Revised: March 2015
Revised February 2016
PREPARED BY:



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SECTION 00030 - ADVERTISEMENT FOR BIDS

The Town of Poughkeepsie invites sealed bids for construction of the "ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE" as set forth in the Bid Documents prepared by Morris Associates Engineering & Surveying Consultants, PLLC, 9 Elks Lane, Poughkeepsie, NY 12601.

Separate sealed Bids completed on forms provided with the Bid Documents will be received by the Town Clerk, Town of Poughkeepsie, 1 Overocker Road, Poughkeepsie, NY 12603 until 11:00 a.m. (local time) on April 15, 2016 at which time they will be publicly opened and read aloud. Each bid shall be submitted in a sealed envelope marked "ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE", along with the associated contract (i.e. "CONTRACT NO. 14-014 GC, GENERAL CONSTRUCTION", "CONTRACT NO. 14-014 EC, ELECTRICAL CONSTRUCTION", or "CONTRACT NO. 14-014 HC, HVAC CONSTRUCTION").

Bids shall be received for the following Contracts:

| <u>Contract No.</u> | <u>Title</u> |
|---------------------|-------------------------|
| 14-014 GC | General Construction |
| 14-014 EC | Electrical Construction |
| 14-014 HC | HVAC Construction |

The Information for Bidders, Specifications and other Bid Documents may be reviewed at and obtained from the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 on February 29, 2016 and will be available simultaneously on the Town's website along with any associated Bid Addenda. Pursuant to the provisions of GML 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 \$500 for each set, payable by check or money order, payable to the Town of Poughkeepsie. Such deposit shall be refunded or partially refunded pursuant to the provisions of GML 102. There is no charge for the Bid Documents downloaded and printed from the Town's website.

A Pre-Bid meeting and site visit will be held at the Arlington Wastewater Treatment Plant located at 76-78 Sand Dock Road in the Town of Poughkeepsie on March 16, 2016 at 10:00AM. Bidders shall meet at the conference room in the Administrative Building. SUEZ personnel will brief all bidders on plant safety rules. Bidders are hereby put on notice that hard hats, safety glasses, hearing protection and proper shoes are required and will NOT be provided by SUEZ, or the Town of Poughkeepsie, or by Morris Associates. Bidders will have access to the site at that time to inform themselves of the conditions relating to the work required under this project and the employment of labor thereon.

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 of the Base 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.

Bidders are advised that all or part of the financing for this contract will be provided under the New York State Revolving Loan Fund for Clean Water by the NYS Environmental Facility Corporation (EFC). There are EFC requirements for Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs; Requirements of the Federal Davis Bacon Related Acts (DBRA); Required Terms for Project Contracts and Subcontracts; and Required Forms. Contractor shall also be required to comply with federal "American Iron and Steel" requirements for the use of products made primarily of iron and steel, as required by the State Revolving Loan Fund.

The Town of Poughkeepsie 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 of Poughkeepsie.

Bidders are required to execute the non-collusion bidding certificate included in the Bid Documents, pursuant to Section 103-d of the General Municipal Law of the State of New York.

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

END OF SECTION 00030

SECTION 00100 – INSTRUCTIONS TO BIDDERS

ARTICLE A: GENERAL PROVISIONS

A.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 proposed upgrades are in portions of the existing sewage treatment plant and in portions of the site that are currently vacant.

All work shall be done in accordance with OSHA and NYSDOL regulations, the Plant Operator's (SUEZ) safety program and NFPA 820 and NFPA 70 requirements. The Contractor shall provide materials, equipment, labor and workmanship for use in the ambient and environmental conditions of the installation location, including any work area that is a Class 1, Div 2 atmosphere.

Any contractor desiring to gain access to the site at any time other than the scheduled pre bid meeting and site visit shall make his own arrangements with the operator of the Arlington WWTP and such visit shall be at the convenience of the operator of the Arlington WWTP.

A.2 Definitions

- (a) "Bid Documents" shall mean the Bidding Requirements and the Contract Documents, listed below, both as a whole and severally:

Bidding Requirements

- 1) Advertisement for Bids
- 2) Instructions to Bidders
- 3) Bid Form
- 4) NYS EFC Forms
- 6) Certification of Non-Collusion by Bidders
- 7) Bid Bond
- 8) Sample Contract
- 9) Contractor's Statement of Qualifications

Contract Documents

- 1) Contract Agreement
- 2) Performance Bond and Labor and Material Payment Bond
- 3) General Conditions for Contract
- 4) Special Conditions for Contract
- 5) Technical Specifications
- 6) Drawings
- 7) All Addenda
- 8) All provisions required by law to be inserted in the Contract whether actually inserted or not.
- 9) Notice of Award

- 10) Notice to Proceed
- 11) Change Orders

- (b) "Bid" - a complete and properly signed proposal to do the work for the sums stated therein, submitted in complete accordance with the bid requirements.

- (c) "Bidder" - the individual, firm or corporation who submits a bid.

- (d) "Proposal" shall mean the bound volume of bidding requirements and the plans, specifications and addenda and all the contract documents offered by the Owner for acceptance by bidders and which will become the contract upon acceptance by the Owner of a bid.

- (e) Other definitions listed in the General Conditions.

A.3 Estimates of Bid Quantities.

Bidders are warned that the estimate of the quantities of the various items of work and materials as set forth herein are an approximate only and are given solely to be used as a uniform basis for the comparison of bids.

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.

A.4 Site Conditions

The Owner does not guarantee that all pipes, ducts, utilities, and other underground structures are shown on the plans. The information given is intended only as a guide to the bidder.

By submission of a bid, the bidder agrees and represents that it has visited the site prior to the time of submitting the bid and has inspected and given consideration to the conditions under which the work is to be performed. In addition, the bidder shall carefully examine the site of the proposed work and all premises adjacent thereto. The bidder shall satisfy and fully inform itself from its own investigation or research as to

- * the nature and location of the work,

- * the general and local conditions,

- * the various means of approach to the sites,

- * the sites and facilities for delivering, unloading, storage, and handling of materials and equipment,
- * the character, quality, and quantity of existing materials,
- * the kind and extent of equipment, labor, materials, and facilities needed,

and all other items, which may in any way affect the work or its performance in accordance with the contract requirements.

In addition to making the careful examination referred to above, the bidder, at its own expense and only after having received written approval from the Engineer, may make borings, test pits or such other methods as it may prefer to satisfy itself as to the character, location and amounts of water, mud, clay, sand, gravel, quicksand, boulders, conglomerate, rock and other material which may be encountered in the locations where the proposed work is to be performed.

A.5 Governing Laws and Regulations

The bidder shall comply with the contract requirements for labor laws, labor safety, labor rates, labor standards, and non-discrimination.

A copy of the prevailing wage determinations is included with these Bid Documents.

The Town of Poughkeepsie is an exempt organization under the Tax Laws and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State for all materials which are to be incorporated into the construction, pursuant to the provisions of the contract. These are not to be included in the bid. However, this is not to be construed by bidders as relieving them from any obligation to pay a sales tax on applicable items pursuant to terms of the present Sales Tax Law.

A.6 Addenda and Interpretations

Any discrepancies or omissions found in the drawings or specifications shall be brought to the attention of the Engineer, Morris Associates. No interpretation of the meaning of the drawings, specifications, or other contract documents will be made to any bidder orally. **Prospective bidders must request in writing such interpretation from the Engineer and such interpretation will be given in writing. To be given consideration, such request must be received at least seven (7) working days prior to the date fixed for the opening of the 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.

ARTICLE B: BIDDING PROCEDURE

B.1 Form of Bid

A bid must be submitted only on the designated form, all blank spaces of which must be filled in, in ink, in both words and figures with the total sum for which the bid is made. In case of a discrepancy, the word description will govern.

The complete form shall be without erasures, interlineations, or alterations.

No oral, telegraphic or telephonic bid or bid modifications will be considered.

The signature(s) on the bid and all other contract documents must be in ink and in longhand. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place its signature in the appropriate space. All other information required shall be typed or printed on the lines provided.

The following NYS EFC Forms shall be considered a part of the bid and are to be completed and submitted with the bid in accordance with the instructions in the EFC bid packet:

- 1) EFC Form titled "Agreement to Abide by Equal Employment Opportunity Policy Statement Requirements" for contractor and all subcontractors.
- 2) EPA Form 6100-2 "Disadvantaged Business Enterprise Program, DBE Subcontractor Participation Form" for each M/WBE subcontractor.
- 3) EPA Form 6100-3 "Disadvantaged Business Enterprise Program, DBE Subcontractor Performance Form" for each M/WBE subcontractor.
- 4) EPA Form 6100-4 "Disadvantaged Business Enterprise Program, DBE Subcontractor Utilization Form" for each M/WBE subcontractor.
- 5) EFC Form titled "Certification for Contracts, Grants, Loans and Cooperative Agreements".

On the bid form, the bidder shall verify that it has received all addenda issued. The bidder shall acknowledge receipt of all addenda on the bid form. Failure of

the bidder to receive all addenda or interpretations shall not relieve the bidder from any obligation under the bid as submitted.

The Certification of Non-Collusion by Bidders, attached hereto, shall be considered to be a part of the bid and no bid will be considered unless it remains attached to the bid and bears the signature or initials of the bidder or its authorized agent. The bidder shall also be responsible at the time of bidding for completing any other certifications required by these bid documents.

B.2 Bid Security

As assurance that the bid is made in good faith, the bid must be accompanied by:

- (a) A certified check drawn on a solvent bank or trust company with its principal place of business in New York State, in an amount equal to five percent (5%) of the amount bid and made payable to the Town of Poughkeepsie; or,
- (b) A bond issued by a surety authorized to do business in New York State, and approved by the Owner's attorney, in an amount equal to five percent (5%) of the amount bid, on the form attached hereto.

Said check or bid bond shall be given as a guarantee that the bidder will enter into a contract with the Owner within ten (10) days after notification by registered mail of the acceptance of its bid.

Such bid security of the three (3) lowest bidders may be held for forty-five (45) days as permitted by State law at the discretion of the Owner and then returned. Security of the other bidders will be returned within ten (10) days after the opening of the 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.

In case of refusal, or of failure, of the selected bidder to enter into a contract within the stipulated time, that bidder shall be considered to have abandoned the contract and the check or bond will be declared forfeited to the Owner as liquidated damages. No plea of mistake in a bid (except excusable error as determined by Owner) shall be available to the bidder for the recovery of its bid security or as a defense to any action based on neglect or refusal to execute a contract.

B.3 Submission of Bid

Bids will be received by the Owner at the Office of the Town Clerk of the Town of Poughkeepsie, 1 Overocker Road, Poughkeepsie, New York until the date and time stated in the Notice to Contractors, at which time and place they will be publicly opened and read aloud.

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 Special Conditions.

Any bid may be withdrawn prior to the scheduled time for the opening of bids and authorized postponement thereof.

Bid modification by amendment may be considered on condition that: (1) the amendment arrives before the time set for the bid opening, (2) the amendment is in writing and signed by the bidder, and (3) the bid, as amended, conforms in all respects with the bidding requirements.

Any bid received after the time set for opening will not be considered and will be returned unopened to the bidder.

The bid must be submitted in a sealed envelope, bearing on the outside the name of the bidder, its mailing address and street address, and the name and number of the contract for which the bid is being submitted. If forwarded by mail, preferably by registered mail, the sealed envelope(s) containing the bid and marked as directed above must be enclosed in another envelope addressed to the Town of Poughkeepsie, Town Hall, 1 Overocker Road, Poughkeepsie, New York 12603. The Owner may consider as irregular any bid not prepared and submitted in accordance with the provisions hereof.

Bid shall remain in force for forty-five (45) days from the bid opening date, pursuant to the provision of General Municipal Law 105.

B.4 Irregular Bids

Any bid, which fails to conform to the requirements of the contract documents, may be rejected. Failure to complete all required certifications may cause the bid to be considered irregular and therefore not eligible for award.

The Owner may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor irregularity.

B.5 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.

ARTICLE C: AWARD OF CONTRACT

C.1 Award of Contract

If awarded, the contract may be awarded to the lowest responsible bidder furnishing the required security.

It is the Town's intention to award the contract based on the lowest grand total sum as below, except that the Town reserves the right to reject all bids.

If alternates or options are described or requested by Owner in the Bid Documents, the Owner reserves the right to accept or reject any or all alternates or options. The lowest bid will be determined by the either the base bid and no alternates or options, or by the sum of the base bid and the accepted alternates or options.

The Owner reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Town will thereby be promoted. In the event that all bids are rejected, each bidder will be so notified.

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.

The Town will issue the Notice of Award to the successful bidder within 10 working days after the bid opening.

C.2 Determination of Contractor's Responsibility

The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will best promote the public interest. In order to assist the Owner in determining whether the apparent low bidder meets this standard, the Owner reserves the right to require the apparent low bidder to submit a statement containing the following:

- (1) a statement as to any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five years,
- (2) a certified financial statement showing assets (including a list of equipment owned by the bidder), liabilities and net worth,
- (3) a list of the officers and principals of the bidder, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (4) a list of the number of full time personnel of the bidder and a description of the construction experience of the bidder's principals and supervisory personnel,
- (5) a statement as to any projects which the bidder or its predecessors failed to complete or any litigation in which the bidder has been involved within the previous three fiscal years,
- (6) a list and description of all contracts completed by the bidder within the previous three fiscal years, including a list of project names, references and telephone numbers,
- (7) a list and description of the status of all uncompleted contracts of the bidder, and
- (8) statements of the bidder's net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three fiscal years.
- (9) description of experience with projects of comparable size, complexity and cost within the last 5 years.
- (10) disclosure of convictions for violations of any prevailing wage or employment regulations, OSHA requirements, unemployment insurance tax provisions, workers' compensation regulations, or any federal, state or municipal environmental or health laws, codes, rules or regulations.
- (11) demonstration of ability and capacity to perform substantial portion of the project with its own forces; identification of all work to be subcontracted,

and a list of all proposed subcontractors. Any of the above information with respect to proposed subcontractors may also be requested.

C.3 Security for Faithful Performance

The successful bidder, simultaneously with the execution of the contract, shall submit on the form provided herein, a Performance Bond in the amount of one hundred percent (100%) of the contract price, as a guarantee that it shall well, truly and faithfully perform the duties, undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof and any extensions thereof which may be granted by the Owner and during the one year guaranty period. 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 and approved by the Attorney to the Town. Attorneys-in-fact who sign performance bonds must file with such bonds a certified copy of the power of attorney to sign such bonds. The expense of the bonds shall be borne by the Contractor.

C.4 Security for Faithful Payment

The successful bidder, simultaneously with the execution of the contract, shall submit on the form provided herein, a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price, as a guarantee that it will, truly and faithfully make payment of all persons performing labor and furnishing materials in connection with 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 and approved by the Attorney to the Town. Attorneys-in-fact who sign labor and material payment bonds must file with such bonds a certified copy of the power of attorney to sign such bonds. The expense of the bonds shall be borne by the Contractor.

ARTICLE D: GENERAL INFORMATION

D.1 Bidding and Contract Award Steps

- (1) Plans and specifications shall be obtained only from the Town Clerk.
- (2) Bids will be opened by the Town Clerk, and then taken by the Engineer for review.

- (3) The Engineer will return all bids to the Town Clerk, along with a recommendation for award. The Town Attorney should also review the bids, including accompanying documents.
- (4) The Town Board will vote to award the contract at a Town Board meeting, following which the Town Clerk will send the Notice of Award along with three blank contract forms and blank bond forms to the successful bidder.
- (5) The Contractor shall complete the forms and return to the Supervisor for signature. Note that the date on the bonds shall not be earlier than the date of the Supervisor's signature. Binders may be acceptable.
- (6) One original contract shall be given to the Town Clerk, and a copy shall be given to the Engineer.
- (7) Upon receipt of the actual bonds, the Town Clerk will issue the Notice to Proceed. A copy should be given to the Engineer.
- (8) Upon receipt of the Notice to Proceed, the Contractor shall request to schedule the pre-construction conference. At the meeting, the Contractor will be furnished four sets of plans, specifications and all addenda at no charge. The Contractor may purchase additional plans, specifications, and addenda at the cost to the Town for such materials.
- (9) Progress and final payments shall be made in accordance with the General Conditions Article 8. The applications should preferably be made on originals of AIA forms, or equivalent forms may be used. All other supporting documentation shall also be on originals of the AIA forms or equivalent forms. Applications made on photocopies will not be processed.

D.2 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.

D.3 Labor Safety and Health Regulations

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

D.4 Time for Completion and Liquidated Damages

TIME IS OF THE ESSENCE in this contract. The work shall be completed according to Section 00510 of these specifications.

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.

The contract allows five hundred forty (540) 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 substantially completed and not final completed within the allowed time and any authorized extensions thereof.

D.5 Town Permits and Contractor Requirements

The Town will require a building permit for this project. The building permit will be closed out with a Certificate of Completed Construction and the Certificate of Completed Construction will be a condition of final payment for the project.

- END OF SECTION -

SECTION 00310G – BID FORM

CONTRACT NO. 14-014 GC

ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE
GENERAL CONSTRUCTION

BID FORM

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTION TO BIDDERS).

TO THE TOWN BOARD, TOWN OF POUGHKEEPSIE, NEW YORK

Pursuant to and in compliance with your invitation to bid contained in the Notice to Contractors dated _____, _____, _____,
(month) (day) (year)

the undersigned hereby proposes to furnish all labor, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work, and other facilities and things necessary or proper for or incidental to, **Contract No. 14-014 GC, Arlington Wastewater Treatment Plant Upgrade - General Construction**, as required by and in strict accordance with the plans, specifications and all other documents relating to Contract No. **14-014 GC**, for the prices stipulated and as shown on this bid form.

Name of Bidder: _____
(Individual, Partnership, Corporation or LLC)*
* Circle applicable word

The undersigned declares that the bidding and contract documents have been carefully examined and that all things necessary for the completion of the work shall be provided.

Receipt of the following addenda is hereby acknowledged:

| | <u>DATE</u> | <u>SIGNATURE</u> |
|----------------|-------------|------------------|
| ADDENDUM NO. 1 | _____ | _____ |
| ADDENDUM NO. 2 | _____ | _____ |
| ADDENDUM NO. 3 | _____ | _____ |
| ADDENDUM NO. 4 | _____ | _____ |

BID FORM – GENERAL CONTRACT

00310G-1

In consideration of, and to induce the award of this contract to him/her, the bidder represents and warrants that:

- (a) If this bid is accepted by the Town Board, Town of Poughkeepsie, as evidenced by issuance of a Notice of Award by the Owner, and mailed by registered mail with return receipt requested to the address of the bidder as indicated on his/her bid, the bidder will execute a contract on the form of agreement herein provided and will comply with all provisions of said Notice of Award.
- (b) This bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same work, and that it is in all respect fair and without collusion or fraud.
- (c) The bidder has carefully examined and fully understands all of the parts of the contract documents, and that the bidder will execute the contract and will completely perform it in strict accordance with the provisions thereof for the sum set forth on the bid. Unit Prices have been computed in accordance with the Contract Documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- (d) No officer or employee of the Town Board, Town of Poughkeepsie, or any person whose salary is payable in whole or in part by the Town Board is, shall be, or shall become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise in this bid or in the performance of the contract or in the supplies, materials or equipment, or to work or labor to which it relates, or in any portion of the profits thereof.
- (e) The bidder is not in arrears to the Town Board upon debt or contract and is not a defaulter as surety, contractor, or otherwise upon any obligation to the Town Board, Town of Poughkeepsie.
- (f) All work shall be completed within the time allotted, from the date specified in the Notice to Proceed or set by the contract documents, mailed to the undersigned by registered mail with return receipt requested to the legal address of the bidder as indicated on his/her bid.
- (g) If the bid documents contain any unlawful provision not an essential part of the bid and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and will upon notice by either the Owner or the bidder be

deemed stricken from the bid documents without affecting the binding force of the remainder.

- (h) Each and every provision of any law and clause required by law to be inserted in the bid documents shall be deemed to be inserted herein and the bid documents shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the bid documents shall forthwith be physically amended to make such insertion.
- (i) The bidder is financially solvent and sufficiently experienced and competent to perform the work.
- (j) The work can be performed as called for by the proposal and that the plans and specifications are in all respects suitable and adequate for the work.
- (k) The facts stated in his/her bid and the information given by him/her are true and correct in all respects.
- (l) The bidder is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, and that his/her information was secured by personal investigation and research.
- (m) In the event of a lawsuit, the bidder agrees that said suit shall be filed in the same county as the location of the project.

BID FOR CONTRACT WORK:

BASE BID (GENERAL CONSTRUCTION)

_____ \$ _____
(in writing) (and figures)

ALTERNATE #1 (GENERAL CONSTRUCTION)

_____ \$ _____
(in writing) (and figures)

Dated: _____, 20__

SIGN BID HERE

Authorized Signature Title

Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

(If bidder is a corporation, fill in the following blanks.)

Organized under the laws of the State of: _____

Name and Address of President: _____

Name and Address of Secretary: _____

Name and Address of Treasurer: _____

(If bidder is a Limited Liability Company, fill in the following blanks.)

Organized under the laws of the State of: _____

Name of Manager or Managing Member: _____

Agent for Service of Process: _____

Address for Service of Process: _____

BASE BID SHEET
ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE – GENERAL CONSTRUCTION

CONSTRUCTION BID AND CONTRACT
 ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE

| ITEM NO./DESCRIPTION | EST. QTY. | PAYMENT UNIT | WRITTEN AMOUNT | IN FIGURES | TOTAL PRICE BID |
|--|-----------|--------------|----------------|------------|-----------------|
| 1. Lump Sum - Furnishing all materials, supplies, equipment and other facilities as required for construction of Arlington Wastewater Treatment Plant Upgrade – General Construction, including all incidentals, as indicated in the Contract Specifications and in the Contract Drawings. Excluding Unit Price and Allowance Items. | 1 | L.S. | | | |
| 2. Unit Price G1 - Rock Excavation | 100 | C.Y. | | | |
| 3. Unit Price G2 – Existing Concrete Walkway Replacement | 4000 | S.F. | | | |
| 4. Unit Price G3 – Existing Concrete Curbs Replacement | 1000 | L.F. | | | |
| 5. Unit Price G4 – Epoxy Crack Injection | 300 | L.F. | | | |
| 6. Unit Price G5 – Concrete Repair | 100 | C.F. | | | |
| 7. Unit Price G6 – Concrete Expansion Joint Repair | 3000 | L.F. | | | |
| 8. Unit Price G7 – Pipe and Tube Railing Replacement | 5000 | L.F. | | | |

BASE BID SHEET
ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE – GENERAL CONSTRUCTION

CONSTRUCTION BID AND CONTRACT
 ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE
(CONTINUED)

| ITEM NO./DESCRIPTION | EST. QTY. | PAYMENT UNIT | WRITTEN AMOUNT | IN FIGURES | TOTAL PRICE BID |
|---|-----------|--------------|----------------|---------------------------|-----------------|
| 9. ALLOWANCE #G1, QTY Unit Price G8 - Authorized Additional Excavation | 750 | C.Y. | | | |
| 10. ALLOWANCE #G2, QTY Unit Price G9 - Authorized Additional Subbase Material | 100 | C.Y. | | | |
| 11. ALLOWANCE #G3, QTY Unit Price G10 - Authorized Additional Crushed Stone Material | 100 | C.Y. | | | |
| 12. ALLOWANCE #G4, QTY Unit Price G11 - Authorized Additional Slab-on-Grade Concrete | 50 | C.Y. | | | |
| 13. ALLOWANCE #G5, QTY Unit Price G12 - Authorized Additional Concrete Steel Reinforcement | 500 | LBS. | | | |
| 14. ALLOWANCE #G6, TESTING AND INSPECION Testing Services | X | X | X | X | \$20,000.00 |
| 15. ALLOWANCE #G7, CONTINGENCY Contingency Allowance | X | X | X | X | \$200,000.00 |
| | | | | TOTAL BASE BID | |

ALTERNATE #1 BID SHEET – GENERAL CONSTRUCTION

CONSTRUCTION BID AND CONTRACT
FAIRVIEW PUMP STATION UPGRADE

| ITEM NO./DESCRIPTION | EST. QTY. | PAYMENT UNIT | WRITTEN AMOUNT | IN FIGURES | TOTAL PRICE BID |
|---|-----------|--------------|----------------|---------------------------------------|-----------------|
| ALTERNATE #1 Amount to be ADDED to the Base Bid to furnish all labor, materials, equipment, supplies, and other facilities including all incidentals as required for: Unit Price - Alternate G1 – Metal Grating Replacement | 5800 | S.F. | | | |
| | | | | TOTAL ALTERNATE #1 BID | |

END OF SECTION 00310G

SECTION 00310E – BID FORM

CONTRACT NO. 14-014 EC

ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE
ELECTRICAL CONSTRUCTION

BID FORM

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTION TO BIDDERS).

TO THE TOWN BOARD, TOWN OF POUGHKEEPSIE, NEW YORK

Pursuant to and in compliance with your invitation to bid contained in the Notice to Contractors dated _____, _____, _____
(month) (day) (year)

the undersigned hereby proposes to furnish all labor, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work, and other facilities and things necessary or proper for or incidental to, **Contract No. 14-014 EC, Arlington Wastewater Treatment Plant Upgrade - Electrical Construction**, as required by and in strict accordance with the plans, specifications and all other documents relating to Contract No. **14-014 EC**, for the prices stipulated and as shown on this bid form.

Name of Bidder: _____
(Individual, Partnership, Corporation or LLC)*
* Circle applicable word

The undersigned declares that the bidding and contract documents have been carefully examined and that all things necessary for the completion of the work shall be provided.

Receipt of the following addenda is hereby acknowledged:

| | <u>DATE</u> | <u>SIGNATURE</u> |
|----------------|-------------|------------------|
| ADDENDUM NO. 1 | _____ | _____ |
| ADDENDUM NO. 2 | _____ | _____ |
| ADDENDUM NO. 3 | _____ | _____ |
| ADDENDUM NO. 4 | _____ | _____ |

In consideration of, and to induce the award of this contract to him/her, the bidder represents and warrants that:

- (a) If this bid is accepted by the Town Board, Town of Poughkeepsie, as evidenced by issuance of a Notice of Award by the Owner, and mailed by registered mail with return receipt requested to the address of the bidder as indicated on his/her bid, the bidder will execute a contract on the form of agreement herein provided and will comply with all provisions of said Notice of Award.
- (b) This bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same work, and that it is in all respect fair and without collusion or fraud.
- (c) The bidder has carefully examined and fully understands all of the parts of the contract documents, and that the bidder will execute the contract and will completely perform it in strict accordance with the provisions thereof for the sum set forth on the bid. Unit Prices have been computed in accordance with the Contract Documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- (d) No officer or employee of the Town Board, Town of Poughkeepsie, or any person whose salary is payable in whole or in part by the Town Board is, shall be, or shall become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise in this bid or in the performance of the contract or in the supplies, materials or equipment, or to work or labor to which it relates, or in any portion of the profits thereof.
- (e) The bidder is not in arrears to the Town Board upon debt or contract and is not a defaulter as surety, contractor, or otherwise upon any obligation to the Town Board, Town of Poughkeepsie.
- (f) All work shall be completed within the time allotted, from the date specified in the Notice to Proceed or set by the contract documents, mailed to the undersigned by registered mail with return receipt requested to the legal address of the bidder as indicated on his/her bid.
- (g) If the bid documents contain any unlawful provision not an essential part of the bid and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and will upon notice by either the Owner or the bidder be

deemed stricken from the bid documents without affecting the binding force of the remainder.

- (h) Each and every provision of any law and clause required by law to be inserted in the bid documents shall be deemed to be inserted herein and the bid documents shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the bid documents shall forthwith be physically amended to make such insertion.
- (i) The bidder is financially solvent and sufficiently experienced and competent to perform the work.
- (j) The work can be performed as called for by the proposal and that the plans and specifications are in all respects suitable and adequate for the work.
- (k) The facts stated in his/her bid and the information given by him/her are true and correct in all respects.
- (l) The bidder is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, and that his/her information was secured by personal investigation and research.
- (m) In the event of a lawsuit, the bidder agrees that said suit shall be filed in the same county as the location of the project.

BID FOR CONTRACT WORK:

BASE BID (ELECTRICAL CONSTRUCTION)

_____ \$ _____
(in writing) (and figures)

Dated: _____, 20____

SIGN BID HERE

Authorized Signature Title

Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

(If bidder is a corporation, fill in the following blanks.)

Organized under the laws of the State of: _____

Name and Address of President: _____

Name and Address of Secretary: _____

Name and Address of Treasurer: _____

(If bidder is a Limited Liability Company, fill in the following blanks.)

Organized under the laws of the State of: _____

Name of Manager or Managing Member: _____

Agent for Service of Process: _____

Address for Service of Process: _____

BASE BID SHEET
ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE – ELECTRICAL CONSTRUCTION

CONSTRUCTION BID AND CONTRACT
 ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE

| ITEM NO./DESCRIPTION | EST. QTY. | PAYMENT UNIT | WRITTEN AMOUNT | IN FIGURES | TOTAL PRICE BID |
|--|-----------|--------------|----------------|------------|-----------------|
| 1. Furnishing all materials, supplies, equipment and other facilities as required for construction of Arlington Wastewater Treatment Plant Upgrade – Electrical Construction, including all incidentals, as indicated in the Contract Specifications and in the Contract Drawings. | 1 | LUMP SUM | | | |
| 2. Unit Price E1 - Rock Excavation | 100 | C.Y. | | | |
| 3. ALLOWANCE #E1, QTY Unit Price E2 – Authorized Additional Excavation | 50 | C.Y. | | | |
| 4. ALLOWANCE #E2, QTY Unit Price E3 - Authorized Additional Subbase Material | 50 | C.Y. | | | |
| 5. ALLOWANCE #E3, QTY Unit PriceE4 - Authorized Additional Slab-on-Grade Concrete | 25 | C.Y. | | | |

| ITEM NO./DESCRIPTION | EST. QTY. | PAYMENT UNIT | WRITTEN AMOUNT | IN FIGURES | TOTAL PRICE BID |
|---|-----------|--------------|----------------|-----------------------|-----------------|
| 6. ALLOWANCE #E4, QTY Unit Price E5 - Authorized Additional Concrete Steel Reinforcement | 200 | LBS. | | | |
| 7. ALLOWANCE #E5, TESTING AND INSPECION Testing Services | ----- | ----- | ----- | ----- | \$10,000.00 |
| 8. ALLOWANCE #E6, CONTINGENCY Contingency Allowance | ----- | ----- | ----- | ----- | \$50,000.00 |
| | | | | TOTAL BASE BID | |

END OF SECTION 00310E

SECTION 00310H – BID FORM

CONTRACT NO. 14-014 HC

ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE
HVAC CONSTRUCTION

BID FORM

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTION TO BIDDERS).

TO THE TOWN BOARD, TOWN OF POUGHKEEPSIE, NEW YORK

Pursuant to and in compliance with your invitation to bid contained in the Notice to Contractors dated _____, _____, _____
(month) (day) (year)

the undersigned hereby proposes to furnish all labor, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work, and other facilities and things necessary or proper for or incidental to, **Contract No. 14-014 HC, Arlington Wastewater Treatment Plant Upgrade - HVAC Construction**, as required by and in strict accordance with the plans, specifications and all other documents relating to Contract No. **14-014 HC**, for the prices stipulated and as shown on this bid form.

Name of Bidder: _____
(Individual, Partnership, Corporation or LLC)*
* Circle applicable word

The undersigned declares that the bidding and contract documents have been carefully examined and that all things necessary for the completion of the work shall be provided.

Receipt of the following addenda is hereby acknowledged:

| | <u>DATE</u> | <u>SIGNATURE</u> |
|----------------|-------------|------------------|
| ADDENDUM NO. 1 | _____ | _____ |
| ADDENDUM NO. 2 | _____ | _____ |
| ADDENDUM NO. 3 | _____ | _____ |
| ADDENDUM NO. 4 | _____ | _____ |

BID FORM – HVAC CONTRACT 00310H-1

In consideration of, and to induce the award of this contract to him/her, the bidder represents and warrants that:

- (a) If this bid is accepted by the Town Board, Town of Poughkeepsie, as evidenced by issuance of a Notice of Award by the Owner, and mailed by registered mail with return receipt requested to the address of the bidder as indicated on his/her bid, the bidder will execute a contract on the form of agreement herein provided and will comply with all provisions of said Notice of Award.
- (b) This bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same work, and that it is in all respect fair and without collusion or fraud.
- (c) The bidder has carefully examined and fully understands all of the parts of the contract documents, and that the bidder will execute the contract and will completely perform it in strict accordance with the provisions thereof for the sum set forth on the bid. Unit Prices have been computed in accordance with the Contract Documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- (d) No officer or employee of the Town Board, Town of Poughkeepsie, or any person whose salary is payable in whole or in part by the Town Board is, shall be, or shall become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise in this bid or in the performance of the contract or in the supplies, materials or equipment, or to work or labor to which it relates, or in any portion of the profits thereof.
- (e) The bidder is not in arrears to the Town Board upon debt or contract and is not a defaulter as surety, contractor, or otherwise upon any obligation to the Town Board, Town of Poughkeepsie.
- (f) All work shall be completed within the time allotted, from the date specified in the Notice to Proceed or set by the contract documents, mailed to the undersigned by registered mail with return receipt requested to the legal address of the bidder as indicated on his/her bid.
- (g) If the bid documents contain any unlawful provision not an essential part of the bid and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and will upon notice by either the Owner or the bidder be

BID FORM – HVAC CONTRACT 00310H-2

deemed stricken from the bid documents without affecting the binding force of the remainder.

- (h) Each and every provision of any law and clause required by law to be inserted in the bid documents shall be deemed to be inserted herein and the bid documents shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the bid documents shall forthwith be physically amended to make such insertion.
- (i) The bidder is financially solvent and sufficiently experienced and competent to perform the work.
- (j) The work can be performed as called for by the proposal and that the plans and specifications are in all respects suitable and adequate for the work.
- (k) The facts stated in his/her bid and the information given by him/her are true and correct in all respects.
- (l) The bidder is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, and that his/her information was secured by personal investigation and research.
- (m) In the event of a lawsuit, the bidder agrees that said suit shall be filed in the same county as the location of the project.

BID FOR CONTRACT WORK:

BASE BID (HVAC CONSTRUCTION)

_____ \$ _____
(in writing) (and figures)

Dated: _____, 20____

SIGN BID HERE

Authorized Signature Title

Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

(If bidder is a corporation, fill in the following blanks.)

Organized under the laws of the State of: _____

Name and Address of President: _____

Name and Address of Secretary: _____

Name and Address of Treasurer: _____

(If bidder is a Limited Liability Company, fill in the following blanks.)

Organized under the laws of the State of: _____

Name of Manager or Managing Member: _____

Agent for Service of Process: _____

Address for Service of Process: _____

BID FORM – HVAC CONTRACT 00310H-5

BASE BID SHEET
ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE – HVAC CONSTRUCTION

CONSTRUCTION BID AND CONTRACT
 ARLINGTON WASTEWATER TREATMENT PLANT UPGRADE

| ITEM NO./DESCRIPTION | EST. QTY. | PAYMENT UNIT | WRITTEN AMOUNT | IN FIGURES | TOTAL PRICE BID |
|--|-----------|--------------|----------------|-----------------------|-----------------|
| 1. Furnishing all materials, supplies, equipment and other facilities as required for construction of Arlington Wastewater Treatment Plant Upgrade – HVAC Construction, including all incidentals, as indicated in the Contract Specifications and in the Contract Drawings. | 1 | LUMP SUM | | | |
| 2. ALLOWANCE #H1, TESTING AND INSPECTION Testing Services | ----- | ----- | ----- | ----- | \$5,000.00 |
| 3. ALLOWANCE #H2, CONTINGENCY Contingency Allowance | ----- | ----- | ----- | ----- | \$10,000.00 |
| | | | | TOTAL BASE BID | |

END OF SECTION 00310H

BID FORM – HVAC CONTRACT 00310H-7

SECTION 00410-BID BOND

BID BOND FORM

KNOW ALL MEN 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 _____ 20_____.

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
Upgrade for 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 a
contract in the Form of an Agreement attached hereto (properly completed in
accordance with said Bid) and shall in all respects perform the agreement
created by the acceptance of said Bid, 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.

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)

PRINCIPAL

*Insert Bidder's Name _____

**Insert Surety's Name By _____

Signed, sealed and delivered
in the presence of _____

(Corporate seal of Contractor
if a corporation) _____

Contractor

By _____

By _____

(Title of Officer)

(Corporate seal of
Surety)

Attest _____

(Title of Officer)

STATE of _____)

COUNTY of _____) ss:

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 _____

- END OF SECTION-

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment

Name of Contractor/Service Provider

opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

| | | | |
|-----------------------|--|-------------------------|--|
| Subcontractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Prime Contractor Name | | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies | Amount Received by Prime Contractor |
|----------------------|--|-------------------------------------|
| | | |

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

| | | | |
|-----------------------|--|-------------------------|--|
| Subcontractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Prime Contractor Name | | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies | Price of Work Submitted to the Prime Contractor |
|---|---|---|
| | | |
| DBE Certified By: ___ DOT ___ SBA ___ Other: _____ | | Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown |

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|-----------------------------------|-------------------|
| Prime Contractor Signature | Print Name |
| | |
| Title | Date |
| | |

| | |
|--------------------------------|-------------------|
| Subcontractor Signature | Print Name |
| | |
| Title | Date |
| | |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| | | | |
|-------------------------|--|------------------|--|
| Prime Contractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Issuing/Funding Entity: | | | |

| I have identified potential DBE certified subcontractors | __ YES | __ NO | |
|---|-------------------------------|-----------------|--------------------------|
| If yes, please complete the table below. If no, please explain: | | | |
| | | | |
| Subcontractor Name/ Company Name | Company Address/ Phone/ Email | Est. Dollar Amt | Currently DBE Certified? |
| | | | |
| | | | |
| | | | |

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|-----------------------------------|-------------------|
| Prime Contractor Signature | Print Name |
| | |
| Title | Date |
| | |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

SRF Project No.: _____

The undersigned each certify, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Name:

Title:

Date: _____

Contract ID: _____

To be completed by prime contractors for all construction contracts

AMERICAN IRON AND STEEL (AIS) CONTRACTOR CERTIFICATION
FOR
CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor Name: _____

Contract ID: _____

SRF Project #: _____

SRF Recipient Name: _____

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

SECTION 00480-CERTIFICATION OF NON-COLLUSION
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, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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

CERTIFICATION OF NON-COLLUSION 00480-1

with the bid a signed statement which sets forth in detail the reasons therefore. Where 1, 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.

- END OF SECTION -

SECTION 00510G - AGREEMENT

TOWN BOARD

TOWN OF POUGHKEEPSIE, NEW YORK

CONTRACT AGREEMENT

Contract No. 14-014 GC - General Construction

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,

This Contract Agreement includes the plans and specifications for the Project identified thereon as such prepared by Morris Associates plus the following Contract Documents:

1. Performance Bond and Labor and Material Payment Bond
2. General Conditions of Contract
3. Special Conditions for Contract
4. Technical Specifications
5. Drawings
6. All Addenda
7. All provisions required by law to be inserted in this contract whether actually inserted or not
8. Change Orders

all which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph do not, and shall not, form any part of this Contract. All the above documents constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Owner, 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 UPGRADE - GENERAL CONSTRUCTION** .

The Contractor will furnish all labor and materials necessary to perform the work shown, required to complete the Contract, including: 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, as called for in the contract documents.

Within 7 days of signing this contract, 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.

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner.

- A. The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- B. The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- C. The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

The Contractor agrees to begin work on the day specified in the Notice to Proceed and unless the date for completion is extended pursuant to provisions of the General Conditions, he agrees to complete the work within the timeframes as indicated below.

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- A. The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Engineer and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
- B. All work shall strictly conform to the requirements of this Contract;
- C. The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- D. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the task undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this subparagraph shall constitute a breach of the Contractor's warranty;
- E. The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- F. The Contractor shall employ and maintain at the project site only competent supervisory personnel;
- G. The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner and the Engineer, and comply with the Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Engineer. Strict compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;
- H. The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and

other submittals. All of these items shall be available to the Owner and the Engineer at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

- I. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Engineer. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Engineer or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Engineer shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Engineer;
- J. The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment; and shall hand rake all disturbed areas and seed and mulch.
- K. At all times relevant to this Contract, the Contractor shall permit the Owner and the Engineer to enter upon the Project site and to review or inspect the work without formality or other procedure.
- L. The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than 100% of the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner. (See forms attached hereto.)
- M. This Contract is governed by the law of the State of New York. The parties agree that the venue for any litigation or action concerning this contract shall be Dutchess County Supreme Court.
- N. The time for completion of the entire project shall be within 540 days of the Notice to Proceed. The Contractor acknowledges that a delay in the supply of the project materials may result in additional expenses to the Town and agrees, in the event he/she fails to supply all the materials within the time period as

specified hereafter to reimburse the Town in the form of liquidated damages in the amount of two thousand dollars (\$2,000) for each calendar day of delay in the physical completion of the work, beyond the project time period as specified in the Town's Notice to Proceed, unless said project time period is extended by mutual agreement in written form by both parties hereto.

- O. The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she is familiar with 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.
- P. Payment, both progress and final, will be made as detailed in the General Conditions section of the Contract Documents.

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

Owner

Contractor

Seal
(Typed Name)

Seal
(Typed Name)

By: _____
(Signature)

By _____
(Signature)

(Printed Name, Title and Address)

(Printed Name, Title and Address)

(Date of Execution)

(Date of Execution)

SECTION 00510E - AGREEMENT

TOWN BOARD

TOWN OF POUGHKEEPSIE, NEW YORK

CONTRACT AGREEMENT

Contract No. 14-014 EC - Electrical Construction

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,

This Contract Agreement includes the plans and specifications for the Project identified thereon as such prepared by Morris Associates plus the following Contract Documents:

1. Performance Bond and Labor and Material Payment Bond
2. General Conditions of Contract
3. Special Conditions for Contract
4. Technical Specifications
5. Drawings
6. All Addenda
7. All provisions required by law to be inserted in this contract whether actually inserted or not
8. Change Orders

all which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph do not, and shall not, form any part of this Contract. All the above documents constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Owner, 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 UPGRADE - ELECTRICAL CONSTRUCTION** .

The Contractor will furnish all labor and materials necessary to perform the work shown, required to complete the Contract, including: 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, as called for in the contract documents.

Within 7 days of signing this contract, 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.

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner.

- A. The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- B. The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- C. The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

The Contractor agrees to begin work on the day specified in the Notice to Proceed and unless the date for completion is extended pursuant to provisions of the General Conditions, he agrees to complete the work within the timeframes as indicated below.

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- A. The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Engineer and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
- B. All work shall strictly conform to the requirements of this Contract;
- C. The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- D. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the task undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this subparagraph shall constitute a breach of the Contractor's warranty;
- E. The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- F. The Contractor shall employ and maintain at the project site only competent supervisory personnel;
- G. The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner and the Engineer, and comply with the Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Engineer. Strict compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;
- H. The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and

other submittals. All of these items shall be available to the Owner and the Engineer at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

- I. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Engineer. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Engineer or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Engineer shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Engineer;
- J. The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment; and shall hand rake all disturbed areas and seed and mulch.
- K. At all times relevant to this Contract, the Contractor shall permit the Owner and the Engineer to enter upon the Project site and to review or inspect the work without formality or other procedure.
- L. The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than 100% of the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner. (See forms attached hereto.)
- M. This Contract is governed by the law of the State of New York. The parties agree that the venue for any litigation or action concerning this contract shall be Dutchess County Supreme Court.
- N. The time for completion of the entire project shall be within 540 days of the Notice to Proceed. The Contractor acknowledges that a delay in the supply of the project materials may result in additional expenses to the Town and agrees, in the event he/she fails to supply all the materials within the time period as

specified hereafter to reimburse the Town in the form of liquidated damages in the amount of one thousand dollars (\$1,000) for each calendar day of delay in the physical completion of the work, beyond the project time period as specified in the Town's Notice to Proceed, unless said project time period is extended by mutual agreement in written form by both parties hereto.

- O. The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she is familiar with 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.
- P. Payment, both progress and final, will be made as detailed in the General Conditions section of the Contract Documents.

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

Owner

Contractor

(Typed Name) Seal

(Typed Name) Seal

By: _____
(Signature)

By _____
(Signature)

(Printed Name, Title and Address)

(Printed Name, Title and Address)

(Date of Execution)

(Date of Execution)

(Acknowledgement by Contractor)

STATE OF NEW YORK)
)
 COUNTY OF _____) ss:

On the _____ day of _____, 20 _____
before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

(Acknowledgement by Supervisor)

STATE OF NEW YORK)
)
 COUNTY OF _____) ss:

On the _____ day of _____, 20 _____
before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

- END OF SECTION -

SECTION 00510H - AGREEMENT

TOWN BOARD

TOWN OF POUGHKEEPSIE, NEW YORK

CONTRACT AGREEMENT

Contract No. 14-014 HC - HVAC Construction

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,

This Contract Agreement includes the plans and specifications for the Project identified thereon as such prepared by Morris Associates plus the following Contract Documents:

1. Performance Bond and Labor and Material Payment Bond
2. General Conditions of Contract
3. Special Conditions for Contract
4. Technical Specifications
5. Drawings
6. All Addenda
7. All provisions required by law to be inserted in this contract whether actually inserted or not
8. Change Orders

all which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph do not, and shall not, form any part of this Contract. All the above documents constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Owner, 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 UPGRADE - HVAC CONSTRUCTION** .

The Contractor will furnish all labor and materials necessary to perform the work shown, required to complete the Contract, including: 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, as called for in the contract documents.

Within 7 days of signing this contract, 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.

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner.

- A. The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- B. The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- C. The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

The Contractor agrees to begin work on the day specified in the Notice to Proceed and unless the date for completion is extended pursuant to provisions of the General Conditions, he agrees to complete the work within the timeframes as indicated below.

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- A. The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Engineer and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
- B. All work shall strictly conform to the requirements of this Contract;
- C. The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- D. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the task undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this subparagraph shall constitute a breach of the Contractor's warranty;
- E. The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- F. The Contractor shall employ and maintain at the project site only competent supervisory personnel;
- G. The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner and the Engineer, and comply with the Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Engineer. Strict compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;
- H. The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and

other submittals. All of these items shall be available to the Owner and the Engineer at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

- I. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Engineer. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Engineer or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Engineer shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Engineer;
- J. The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment; and shall hand rake all disturbed areas and seed and mulch.
- K. At all times relevant to this Contract, the Contractor shall permit the Owner and the Engineer to enter upon the Project site and to review or inspect the work without formality or other procedure.
- L. The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than 100% of the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner. (See forms attached hereto.)
- M. This Contract is governed by the law of the State of New York. The parties agree that the venue for any litigation or action concerning this contract shall be Dutchess County Supreme Court.
- N. The time for completion of the entire project shall be within 540 days of the Notice to Proceed. The Contractor acknowledges that a delay in the supply of the project materials may result in additional expenses to the Town and agrees, in the event he/she fails to supply all the materials within the time period as

specified hereafter to reimburse the Town in the form of liquidated damages in the amount of five hundred dollars (\$500) for each calendar day of delay in the physical completion of the work, beyond the project time period as specified in the Town's Notice to Proceed, unless said project time period is extended by mutual agreement in written form by both parties hereto.

- O. The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she is familiar with 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.
- P. Payment, both progress and final, will be made as detailed in the General Conditions section of the Contract Documents.

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

Owner

Contractor

(Typed Name) Seal

(Typed Name) Seal

By: _____
(Signature)

By _____
(Signature)

(Printed Name, Title and Address)

(Printed Name, Title and Address)

(Date of Execution)

(Date of Execution)

SECTION 00610 – PERFORMANCE BOND

The form bound in this manual should be used. No other form of performance bond or other acceptable performance security may be used except with prior approval and the Owner, after review by the Town Attorney, which approval may be granted or withheld, in the owner's discretion.

PERFORMANCE BOND

_____ as surety ("Surety"),
(Insert Proper Name of Surety)

and _____
(Insert Proper Name of Contractor)

as principal ("Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of _____
(Insert Proper Name of Owner)

as obligee ("Owner") in the penal sum of \$ _____
(Insert Penal Sum)

as of the _____. This Penal Sum shall be deemed
(Insert Date of Construction Contract)

increased in the same amount that the contract price increases pursuant to change orders executed by the Owner and Contractor (see Article 5 of the General Conditions of Contract).

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Construction Contract") for construction of _____

(Insert Description and Location of the Construction Project)

and,

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor:

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.

2. If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.
3. Upon the default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall within 30 days proceed to take one or, at its option, more than one of the following courses of action:
 - a. Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination;
 - b. Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,
 - c. Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts of omissions of the Surety.
5. In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum.
6. This performance bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.
7. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below.

Surety:

Contractor:

Owner:

8. Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

Contractor

Surety

(Typed Name) Seal

(Typed Name) Seal

By
(Signature)

By
(Signature)

(Printed Name, Title and Address)

(Printed Name, Title and Address)

(Date of Execution)

(Date of Execution)

NOTES:

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership all partners should execute the bond.
3. Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney.
4. 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.

SECTION 00620 – LABOR AND MATERIAL PAYMENT BOND

The form bound in this manual should be used. No other form of payment bond may be used except with prior approval of the Owner, after review by the Town Attorney, which approval may be granted or withheld, in the Owner's discretion.

LABOR AND MATERIAL PAYMENT BOND

_____, as surety ("Surety"),
(Insert Proper Name of Surety)

and _____
(Insert Proper Name of Contractor)

as principal ("Contractor"), enter into, execute this bond ("Payment Bond"), and bind

themselves in favor of _____
(Insert Proper Name of Owner)

as obligee ("Owner") in the penal sum of \$ _____,
(Insert Penal Sum)

as of the _____.
(Insert Date of Construction Contract)

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith
("Construction Contract") for construction of _____

(Insert Description and Location of the Construction Project)

("PROJECT"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception of all its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, services and equipment provided in connection with the Construction Contract performance;

2. For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:
 - (A) a direct contract with the Contractor; or
 - (B) a direct contract with a subcontractor of the Contractor; or
 - (C) rights, under the laws of the jurisdiction where the Project is located, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner, if the Project is, or were, subject to such filing.
3. The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety within the longer of:
 - (A) ninety (90) days of after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,
 - (B) the period of time provided by the jurisdiction wherein the Project is located for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner; stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.
4. In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum.
5. Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 30 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:
 - (A) making payment of all sums not in dispute; and,
 - (B) stating the basis for disputing any sums not paid.
6. No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.
7. Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

OWNER:

CONTRACTOR

SURETY

(TYPED NAME) SEAL

(TYPED NAME) SEAL

By: _____
(SIGNATURE)

By _____
(SIGNATURE)

(PRINTED NAME, TITLE & ADDRESS)

(PRINTED NAME, TITLE & ADDRESS)

(DATE OF EXECUTION)

(DATE OF EXECUTION)

NOTES:

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership all partners should execute the bond.
3. Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner.
4. All bonds shall be in a form acceptable to and shall be approved by the Owner.

SECTION 00710 - GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

- 1.1 Words and Expressions

ARTICLE 2: ROLES AND RESPONSIBILITIES

- 2.1 The Contractor
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- 4.1 Responsibility for Damage
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- 5.1 Procedure
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- 7.1 Inspection
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- 8.1 Payment
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- 9.1 Contract Security
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- 10.1 Compliance with Codes and Laws
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10.9 Non-Discrimination Requirements
10.10 Archaeological Salvage

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:

- * "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.

- * "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- * "Bidder" shall mean any person, firm or corporation submitting a Bid for Work.
- * "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.
- * "Contract" or "Contract Documents" shall mean each of the items 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. Advertisement for Bids
2. Information for Bidders
3. Bid Forms
4. Bid Bond
5. Contract Agreement
6. Performance Bond
7. Labor and Material Payment Bond
8. Notice of Award
9. Notice to Proceed
10. General Conditions for Contract
11. Supplemental Conditions for Contract
12. Specifications
13. Drawings
14. All Addenda
15. All Change Orders
16. All provisions required by law to be inserted in this contract whether actually inserted or not.

- * "Contractor" shall mean the person, partnership, firm or corporation with whom the Owner has executed the Contract Agreement.
- * "Contractor's Representative" shall mean any officer, manager or job site foreman of the Contractor.
- * "Contract Sum" shall mean the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents as stated in the Contract Agreement.
- * "Contract Time" shall mean the period of time, including authorized adjustments, allotted in the Contract Documents to complete the Work.
- * "Days" shall mean consecutive calendar days.
- * "Drawings" shall mean the part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- * "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. (Morris Associates, PLLC)
- * "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 its 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.
- * "Project" shall mean the entire improvement to which this contract relates.

- * "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- * "Samples" are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- * "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- * "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 a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- * "Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or any other Subcontractor to furnish, or actually furnishes, labor, materials or labor and equipment at the site.
- * "Substantial Completion" shall mean that date, as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which is intended.
- * "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.
- * "Work" shall mean all labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the Project.
- * "Written Notice" shall mean any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at its last given address, or delivered in person to said party or its authorized representative on the 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

- (1) The Contractor shall supervise, direct and perform the work in accordance with 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.
- (2) 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 its right to reject, shall not create a cause of action for damages.
- (3) The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions it may encounter or create, without extra cost to the Owner.
- (4) 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.
- (5) In the event the Owner or Engineer observes that the Contract Documents are not being followed, the Contractor will be ordered to stop work and make any necessary changes at no additional cost to the Owner.
- (6) The Contractor acknowledges 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.
- (7) 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. It shall not claim or be entitled to any damages for delay or otherwise by reason of such required work, and it hereby assumes all risks in connection therewith.

- (8) From the survey work provided by the Owner, the Contractor shall develop and make all detailed surveys needed for construction. The Contractor shall carefully preserve the physical survey points provided by the Owner and, in the case of willful or careless destruction, it shall pay the resulting expense to recreate the points and shall be responsible for any mistakes that may be caused by their unnecessary destruction or loss.
- (9) The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- (10) The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- (11) The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- (12) The Contractor shall maintain at the site for the Owner one record copy of the drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes

and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals.

- (13) The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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 Owner that such or part thereof will be used by the Owner on and after the date specified in such notice.
- (5) The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be

construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

- (6) The Owner shall furnish horizontal and vertical control survey data for use by the Contractor in locating the principal components of the Work and for determining the legal limits of the Work.

2.3 Engineer's Authority

- (1) The Engineer, in addition to those matters elsewhere herein expressly made subject to its 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 Contract Documents;
 - d. To make minor changes in the work, not involving change in Contract Time or Contract Sum, as it 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 its 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 Contract Documents.

ARTICLE 3: INTERPRETATION OF CONTRACT DOCUMENTS

3.1 Conflicting Plans And Specifications

In the case of conflicting information within the plans and specifications as to the type of materials or workmanship to be provided, the Contractor agrees that it will 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. Supplemental Conditions for Contract
3. General Conditions for Contract
4. Detail Specifications
5. Contract Drawings

3.2 Shop Drawings and Product Data

- (1) The Contractor shall submit to the Engineer, shop drawings, product data and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the Owner or of separate Contractors.
- (2) 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.
- (3) Portions of the Work requiring a shop drawing, product data or sample submission shall not begin until the shop drawing, product data or sample submission has been approved by the Engineer. A copy of each approved shop drawing, product data or sample submission shall be kept in good order by the Contractor at the site and shall be available to the Engineer.
- (4) The Contractor shall thoroughly review 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. Information found to be inaccurate or otherwise in error shall be made correct. Shop drawings, product data or sample submission 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, product data or sample submission 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.

- (5) The Engineer will promptly review submitted shop drawings, product data, or sample submission as an aid to the Contractor but review of drawings by the Engineer shall not relieve the Contractor of its 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, product data or sample submission will be reviewed for design and general arrangement only.

3.3 Materials

- (1) All materials, equipment and articles (products) incorporated into the permanent work 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.
- (2) The intent of these specifications is not to limit competition but to establish a standard of quality which the Engineer has determined is necessary. The Contractor may use any product equal to that named in the contract documents provided 1) that the Contractor has given timely notice of its intent (in accordance with the submittal and scheduling requirements of this contract) and 2) that the Engineer accepts the proposed product.
- (3) The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order.
- (4) The Engineer may establish criteria for product evaluation and shall determine whether a proposed product is to be accepted.
- (5) The Contractor shall have the burden of satisfying the Engineer that any substitutions are acceptable, at its own cost and expense. The Contractor shall also bear the cost and expense of preparing and providing detailed drawings showing all changes, if any, from details shown in the contract documents. Such detailed drawings shall be subject to the Engineer's evaluation and acceptance as to conformance with the overall project requirements.

3.4 Royalties And Patents

The Contractor shall pay all royalties and license fees and include the cost thereof in its bid. It 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 therefrom), 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 part 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, it 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

- (1) 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 its 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 it knew or ought to have known of the facts which are the basis of the dispute.
- (2) 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 Owner 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 its appeal.
- (3) 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

- (1) The Owner may award other contracts related to the work. In that event, the Contractor shall coordinate its work with the work of other Contractors in such manner as the Owner may direct. Each Contractor shall control and coordinate the work of its 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.
- (2) 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.
- (3) 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.
- (4) 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 it 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.
- (5) 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 or inability of any Contractor to perform its work efficiently, or the failure of a supplier to supply or a subcontractor to perform.
- (6) 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.

- (7) 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.
- (8) 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 to the Contractor's representative by the Engineer 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, licenses, governmental fees and inspections 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 its workmen to the limits of the Town right-of ways and the project site property and to limits indicated by law, ordinance, permits or directions of the Engineer.

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

- (1) 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.
- (2) 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 its subcontractors.
- (3) The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the contract documents.
- (4) In making payment to its 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

- (1) The Contractor shall do all the work and furnish at its 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.

- (2) 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. Notwithstanding the foregoing, this shall not be construed herein 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

- (1) The Owner may make changes by altering, adding to or deducting from the work, and adjusting the contract sum and contract time accordingly. All changed work shall be executed in conformity with the terms and conditions of the contract documents unless otherwise provided in the change order. Any change in the contract sum or time for completion shall be adjusted when issuing a change order.
- (2) No written or oral instructions shall be construed as directing a change in the work involving a change in Contract Sum or Contract Time unless in the form of a change order signed by the Owner and the Contractor. The change order shall describe or enumerate the work to be performed and state the price to be added to or deducted from the contract sum. 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. If the Contractor disagrees with any element of the change order, it shall indicate its disagreement in writing on the face of the change order and promptly proceed in accordance with the change order. If it disputes any item of the change order, it shall comply with Article 4.3.
- (3) If the Contractor encounters a situation or work for which it believes it is entitled to a change order, it shall give the Engineer or inspector written notice within one business day and shall await instructions before proceeding.
- (4) If the Contractor is directed to perform work for which it believes it is entitled to a change order, it 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, it shall give notice pursuant to the dispute provisions of Article 4.3.

5.2 Payment For Change Orders

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 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.
- (3) By prices specifically named in the specifications or on the Bid Form.
- (4) By estimate of the value as can be determined from the approved detailed estimate.

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 paragraph 6.2 below, the Contractor shall complete the work within the time allotted as stated in the Contract Documents. 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

- (1) It is mutually agreed 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 its subcontractors or suppliers, the Engineer may refuse to grant an extension of time and direct the Contractor to re-arrange its progress schedule so as to complete the work within the time set forth in the contract.
- (2) 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.

- (3) 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.
- (4) 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

It is mutually agreed between the parties 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 Contract or within the time to which such completion may have been extended. 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. This amount 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 and Contractor agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

6.4 Termination For Cause

- (1) 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 its surety shall be liable for any damage to the Owner resulting from its failure or refusal to complete the work in accordance with the Contract or its failure to complete the work within the time provided by the Contract.
- (2) 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.

- (3) If the Owner does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the work is physically completed.
- (4) The Contract shall not be so terminated nor the Contractor charged with resulting damage if:
 - a) 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
 - b) 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.
- (5) The Engineer will ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive.
- (6) 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.
- (7) 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.

6.5 Termination Of Contractor's Employment For The Convenience Of The Owner

- (1) 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:

- a. the costs actually incurred up to the effective date of such termination, plus
 - b. 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.
 - c. 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.
- (2) In no event shall the Contractor's compensation exceed the total Contract amount.
- (3) 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

- (1) 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 it, in its 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.
- (2) 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.
- (3) The Contractor specifically agrees that a suspension, interruption or delay of the performance of the work pursuant to this article shall not increase the cost of performance of the work of this Contract.
- (4) 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.

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

- (1) 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.
- (2) 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:
 - a. correct such work and charge the cost thereof to the Contractor; or
 - b. terminate the Contract in accordance with the section on termination in the General Conditions.
- (3) 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.
- (4) 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 its work and particularly when it 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

- (1) If the Contractor covers its 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.
- (2) At any time before acceptance of the entire work, should the Engineer determine 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 pay 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, it shall, in addition, grant the Contractor a suitable extension of time.
- (3) 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 its 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.

8.2 Progress Payments

- (1) Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Application for Payment.
- (2) The Owner will make monthly progress payments on account of this Contract, on or after the fifteenth (15th) 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).
- (3) 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.
- (4) 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.
- (5) It is the responsibility of the Contractor to prove all quantities of labor and materials submitted for payment to the reasonable satisfaction of the Engineer.
- (6) 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.

- (7) 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.
- (8) Requests for payment may also include an allowance for the cost of major materials and equipment which are delivered and suitably stored at the site or near the site.

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 paragraph 8.2. above.

8.4 Final Payment

- (1) Within thirty (30) days after receiving notice from the Contractor of completion of all of the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, 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 upon such inspection the Engineer determines that no further work is to be done, the Owner will issue a Certificate of Completion to the Contractor for the work done under this contract.

- (2) As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under paragraph 8.2.5. and shall also submit proof of title to the materials and equipment covered by the contract.
- (3) The Contractor shall also, prior to the request for final payment, supply to the Owner, affidavits and certificates of payment for labor, material and equipment (where applicable).
- (4) The Owner will, not later than thirty (30) days after the final acceptance of the work under this Contract, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments. It is mutually agreed that all prior payments 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.

8.5 Acceptance Of Final Payment

- (1) 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 its sureties from any obligations under this contract or the performance bond.
- (2) As a condition precedent to receiving final payment, the Contractor shall submit 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.
- (3) The Contractor will also, prior to request for final payment, supply to the Owner, affidavits and certificates of payment for labor, material and equipment (where applicable).

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

- (1) The Contractor shall remedy all defects, paying the cost of any damage to other work resulting therefrom, 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 its 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.
- (2) **A Maintenance Bond, in a form acceptable to the Owner, shall be provided by the Contractor for a period of one (1) year from the Written Notice of Completion.**
- (3) 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 its failure to comply with the requirements of the contract documents, or
- (3) both 1 and 2 above.

EXCESS LIABILITY INSURANCE

1. Limit \$5,000,000

- (1) A Certificate of Insurance shall be delivered to the Town at the time of Contract signing and prior to the commencement of the work, evidence that such insurance is in place and in full force and effect.
- (2) Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town Clerk by registered mail, return receipt requested, at the address listed below:

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

- (3) 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.
- (4) All property losses shall be made payable to and adjusted with the Owner.
- (5) 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.
- (6) 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

- (1) 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.
- (2) 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.
- (3) 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

- (1) The Contractor hereby designates the business address specified in its bid 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.
- (2) 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.
- (3) 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

- (1) 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.

- (2) 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 its 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.

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

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

- f. 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.

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.

- g. 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.

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

- h. The Contractor shall comply with all provisions of the Patriot Act and all requirements of the Internal Revenue Service and the Immigration and Naturalization Service with respect to any of its employees or subcontractor employees.

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 Non-Collusive Bidding Requirements

Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that,

at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Owner a Certification of Non-Collusion by Bidders on Contractor's behalf.

10.7 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.

10.8 Workers' Compensation Benefits

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 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.

10.9 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.

10.10 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 the New York State Office of Parks, Recreation and Historic Preservation, who will issue instructional procedures which will govern continuation of work in the affected area.

-END OF SECTION-

SECTION 00810 – SUPPLEMENTAL CONDITIONS

PART ONE – GENERAL

1.1 GENERAL

It shall be the responsibility of the Contractor to furnish and install all work described herein and in accordance with all provisions of the Contract plans, drawings, 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.

When a conflict appears between the two, it shall be assumed that the higher quality item or method will take precedent. While the plans and specifications are assumed to be complete in all major items and details, it is assumed that the Contractor is competent and expert in their field; therefore no effort has been made to show each and every detail or item required for a complete installation.

1.11 NYS EFC Bid Packet

- A. The NYS EFC bid packet for Construction Contracts is included in the construction bid documents and the Contractor shall conform to the provisions in the bid packet. This includes requirements for Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs; Requirements of the Federal Davis Bacon Related Acts (DBRA); Required Terms for Project Contracts and Subcontracts; and “American Iron and Steel” requirements for the use of products made primarily of iron and steel.

1.12 Federal and State Wage Rate Determination

- A. The Federal and New York State Wage Rate determination for this project is included in the construction bid documents. Federal or State wage rates re-determined in accordance with the law will be re-transmitted to the Contractor following receipt by the Owner, and will become a part of this Contract at no cost to the Owner.

1.13 Safety and Health Regulations

- A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under

Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

- B. The attention of the contractor is directed to the provisions of Section 4(B)(4) of the Occupational Safety and Health Act of 1970.

1.14 Requirements of the NYS Workers' Compensation Board

- A. 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.
- B. 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. Sample forms follow in this section.
- C. 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.
- D. 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.

1.15 Requirements of Sections 291-299

- A. The contractor shall comply with the following requirements:

Sections 291-299 of the Executive Law of the State of New York (Human Rights Law) has to do with human rights, civil rights, discrimination, etc. and responsibilities of employers (contractors) with their employees.

"The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law...This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses..."

1.2 SUPPLEMENTAL 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.

The requirements in this section supersedes Section 00710 General Conditions Article 9.2.

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

Bodily Injury and Property Damage \$2,000,000 per occurrence
\$3,000,000 aggregate
\$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. Owners/Contractors' Protective Liability - The Contractor shall provide to the Owner proof of Contractors' Protective Liability for Bodily Injury and Property Damage for all subcontractors with limits equal to those specified above.
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, as determined by the Owner, but the limits shall in no event be less than for the 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.
8. 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.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town 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

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.

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

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.

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.

1.3 SITE INSPECTION

Contractors shall inspect the project sites prior to submitting a bid proposal.

1.4 STORAGE AND SITE ACCESS

The Contractor may use the project site to store equipment, materials and supplies in areas as designated by the Town of Poughkeepsie WWTP personnel. The Contractor is made aware however that routine operation and maintenance activities of the Owner may limit space available for the Contractor and that other provisions for storage may be required of the Contractor. The Contractor shall be responsible for security of their equipment, materials and supplies stored at the Project Site. The Owner shall not be responsible for loss of or damage to Contractors equipment, materials and supplies stored at the project site.

Contractor shall not use the access driveway to store equipment, materials or supplies. The driveway shall remain accessible and usable to Owner's personnel and the Engineer.

1.5 EASEMENT REQUIREMENTS

A portion of the project involves the modification of a sewer line within an existing easement located on the IBM Poughkeepsie parcel. The contractor shall comply with all of the following requirements apply whenever work is performed within the easement area and shall meet the terms and conditions noted in the following agreement between IBM and the Owner (Town of Poughkeepsie):

Terms and Conditions applicable to both Temporary and Long Term Sewer Easement:

- 1: The Town at all times when working within the easement and when accessing the easement through IBM's property, must provide prior notice to IBM's security department, of the intent to access the easement and IBM's property.
- 2: Town representatives working on the Premises and within the easement, may only preform work covered by this agreement. Representatives will have access to Premise during normal working hours (Monday through Friday between 7 a.m. and 4 p.m., excepting emergencies and during alternate times as may be required to perform connections, repairs, system testing, etc. IBM requires prior written approval and at least 24 hours advance notification of the Town's intent to access the site during times other than between 7 a.m. and 4 p.m.).
- 3: Representatives will comply with local policies regarding parking, emergency procedures, smoking and safety. On the first visit to IBM, and any time thereafter should there be a change, Representatives will give the IBM Technical Coordinator an emergency contact. Town representatives must promptly report to IBM any accident or injury on the Premises in which they are involved. They will provide IBM with a copy of the accident report they create or is created on their behalf.
- 4: The Town/Town representatives must comply with all applicable laws and regulations while on the Premises.
- 5: The Town will provide for IBM's review, any and all required Health and Safety Plans that may be required to perform the work.
- 6: The Town shall provide two (2) weeks written prior notice of the Town's intended start date. This notice shall be given to the attention of Mr. Steve Brannen ("Technical Coordinator") at IBM Corporation; 2455 South Road; Poughkeepsie, NY 12601 The Notice will contain a representation that all Town representatives/parties performing the work have no violations or pending potential violations of state or federal regulations in the past five (5) years.
- 7: The Town or a qualified representative will be on site daily, supervising the work on behalf of the Town of Poughkeepsie.
- 8: Town / Town representative(s) may not bring any chemicals (hazardous and non-hazardous) or use any such chemicals unless prior authorization is provided in writing from IBM. IBM will not be responsible for the training of Town representatives in the proper use and handling of chemicals, equipment or other materials.
- 9: The Town shall ensure that there is no release, spill or run-off/infiltration of any solids or liquids into IBMs storm system or onto IBM's property. IBM requires the Town to provide a spill prevention plan and a spill response plan to be implemented as necessary during work.
- 10: All equipment, personnel and otherwise, must be defect free and maintained in same working conditions (i.e. defect free) during all times the equipment is on premises. Should at any time, any equipment develop disrepair during use on the premises, it will be removed immediately and if that is not possible, it shall be repaired using protective measures such as, but not limited to, laying plastic under and containing all potential leaks/releases. Any required clean-up will be

made by the Town at its cost and expense.

11: The Town must provide Professional stamped, scaled copies, for IBMs review, of all design and construction details/drawings prior to initiating work and also final (as-built), scaled plans including Professional stamped drawings to IBM. Electronic copies will be required in AutoCAD format.

12: The Town must provide copies of any and all regulatory permits applicable to the work being proposed on Premise.

13: Only potable water is approved for hydrostatic testing or other project related requirements. This water must be collected for off-site disposal by the Town and at the Town's cost and expense.

14: All waste materials, related to this work, will be the disposed off-site by the Town and at the Towns' cost and expense. Copies of shipping, manifests, etc. shall be provided to IBM for waste asphalt, concrete, soil, etc. that are considered IBM property.

15: The Town must provide copies certifying the proper installation of the piping and other fixtures, including certification by an authorized party, that the installed equipment meets all required plan details and performance specifications or approved alternatives. This certification must also include the testing results (hydrostatic, pneumatic or an agreed to alternative) that provides documentation that the installation meets industry, prevailing professional practices and applicable code requirements.

16: The Town must remove all and any abandoned manholes that will be replaced as part of this Work. The Town must either remove or fill the abandoned sewer line with concrete.

17: All excess concrete, concrete wash waters and equipment wash waters must be collected, contained and disposed off-site by the Town at the Town's cost and expense.

18: Prior approval must be received from the IBM Technical Coordinator for the removal of any trees or shrubs. Any soils, clay, etc. that are needed to restore IBM's impacted areas must be certified as free of contaminants. IBM requires prior review and approval of all copies of material certifications.

19: IBM shall provide utility clearance approval pertaining to Premise utilities. All required third party clearance permits are the responsibility of the Town and the Town representatives.

END OF SECTION 00810



**Environmental
Facilities Corporation**

**NY State Revolving Fund
Program Requirements
Bid Packet**

Construction Contracts

For Contractors

Treatment Works Projects
(including CWA Section 212)

Drinking Water SRF

NYS Water Grants Program
(also receiving SRF Loan)

Effective October 1, 2015

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

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Summary of EFC Contractor Requirements

Forms can be found in [Part 3](#) of this document or online at www.efc.ny.gov/MWBE

Forms should be submitted electronically via email or through EFC's [dropbox](#)

* Beginning 10/1/2015 starred forms may be required for disbursement of state revolving loan funds

Refer to [Part 2](#):

Guidance Section

[Section 1.B](#)

[Section 2.D](#)

[Section 2.D](#)

[Section 2.D](#)

[Section 3](#)

[Section 4.C](#)

To be submitted with this bid:

- *EEO Policy Statement
- Documented Proof that EPA Form 6100-2 "DBE Subcontractor Participation Form" was given to MWBE Subcontractors
- *EPA Form 6100-3 "DBE Subcontractor Performance Form"
- *EPA Form 6100-4 "DBE Subcontractor Utilization Form"
- *Lobbying Certification
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)
- *AIS Contractor's Certification

To be submitted after contract award:

- Executed contracts, subcontracts, agreements, and purchase orders
- MWBE Utilization Plan and/or Waiver Request
- EEO Workforce Utilization Report (part of MWBE Monthly Report Form)

[Section 2.D.3](#)

[Section 2.D.1](#)

[Section 1.C](#)

Tasks for construction start:

- Ensure that all subcontracts contain [Part 1: Required Language](#)
- Post EEO Poster
- *Pay the higher of prevailing federal, state, or local wages including benefits (applies to Primes and Subcontractors)
- Post Davis Bacon Wage Poster AND Wage Rates
- Use Federal Payroll Form (WH-347)
- Obtain apprentice and trainee certifications
- Obtain AIS Manufacturer's Certifications for all iron & steel products

[Section 5.D.7](#)

[Section 1.D](#)

[Section 5.D.4](#)

[Section 5.D.1](#)

[Section 5.D.3](#)

[Section 5.D.8](#)

[Section 4.B](#)

Ongoing documentation & tasks:

- Submit Monthly MWBE Reports to MBO
- Maintain weekly certified payrolls for all Prime & Subcontractors
- Maintain proof of payments for MWBE Subcontractors
- Maintain AIS Manufacturer's Certifications

[Section 2.D.4](#)

[Section 5.D.3](#)

[Section 2.D.4](#)

[Section 4.B](#)

Other documents to be submitted by SRF recipient:

- *Certified Bid Advertisement
- *Bid Tabulation
- *Notice of Award
- *Notice to Proceed
- *Conformed Set of Contract Documents

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BID PACKET FOR CONSTRUCTION CONTRACTS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS

Administered by the New York State Environmental Facilities Corporation (EFC)

Contents of Bid Packet

Part 1: REQUIRED CONTRACT LANGUAGE

The required contract language to be inserted into all contracts and subcontracts to satisfy State Revolving Fund (SRF) Program requirements.

Part 2: GUIDANCE MATERIALS

A description of the program requirements as they relate to contracts and subcontracts funded in whole or in part by the New York State Revolving Funds.

Part 3: REQUIRED FORMS

Copies of required forms are included at the end of this packet for the Contractor's use. All forms can be found on the EFC website (www.efc.ny.gov/MWBE).

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PART 1:

REQUIRED CONTRACT LANGUAGE

This Part 1 is to be inserted in its entirety for ALL project contracts and subcontracts being funded in whole or in part with SRF funds.

Check EFC's website (www.efc.ny.gov/MWBE) for updates.

****Please note that the contractual language in its entirety is not necessarily applicable to all projects. Information is provided in parentheses below each program section within to identify circumstances when certain language is not applicable.****

Part 1: Table of Contents

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REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

*** (This section applies to all contracts and subcontracts) ***

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and state laws, regulations, and executive orders applicable to this Project:

Defined Terms:

The term “Bid Packets” means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/MWBE.

The term “Contractor”, as used in this contract or subcontract, means, and applies to, all Prime Contractors, consultants and Service Providers as hereinafter defined, unless specifically referred to otherwise.

The term “Service Providers” means those who provide the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, and travel.

The term “Subcontractor”, as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

The term “EEO policy statement” means a statement of the Contractor and Subcontractor setting forth at least the following:

- (i) A statement that the Contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of Contractor’s solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term “EFC” means the New York State Environmental Facilities Corporation.

The term “EPA” means the United States Environmental Protection Agency.

The term “ESD” means the Empire State Development Corporation - Division of Minority and Women’s Business Development.

The term “Recipient” means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term “Service Providers” means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term “State” means the State of New York.

The term “Treatment Works” is defined in Clean Water Act (CWA) Section 212. Examples include new, expanded or rehabilitated wastewater; sludge treatment and disposal facilities including biosolids reuse; collector, trunk and interceptor sewers; sewer rehabilitation and infiltration/inflow correction; municipally-owned sewers and treatment capacity for industrial wastewater; combined sewer overflow (CSO) abatement; stormwater resiliency and pollution abatement; energy initiatives, including energy efficiency and on-site power generation for treatment plants and sewer systems; water treatment plant filter backwash and sludge treatment; water efficiency projects, including conservation and reuse of water; septage hauling and marine vessel pump out/treatment facilities; publically-owned water conservation/reuse devices or systems; and security measures for wastewater treatment plants and sewer systems. Stormwater management facilities that are specifically required by a Long Term Control Plan, administrative/judicial order, or a SPDES permit for an MS4 or combined sewer system are considered to be Section 212 projects.

The terms “Nonpoint Source Projects” and “Green Infrastructure Project” are defined in CWA Section 319. Examples include green infrastructure projects that manage stormwater, such as constructed wetlands, biofilters, porous pavement and green roofs; waterbody restoration including stream bank stabilization and drainage erosion and sediment control; restoration of riparian vegetation, wetlands and other water bodies; land acquisition or conservation easements for water quality protection; stormwater management facilities, such as street sweepers and catch basin vacuum vehicles, sediment traps and basins; and capping and closure of municipal solid waste landfills, landfill reclamation, landfill leachate collection, storage and treatment of landfill gas collection and control systems.

The term “Estuary Management Program Project” means a CWA Section 320 Project. Examples include projects necessary to implement the EPA-approved Estuary Conservation and Management Plans for the New York-New Jersey Harbor; Peconic Bay; and Long Island Sound Estuaries.

EEO AND MWBE LANGUAGE, GOALS AND OTHER PROGRAM REQUIREMENTS

*** (Applies to all contracts) ***

Interpretation:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

Representations and Acknowledgements of Contractor and Subcontractor:

The Contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The Contractor represents that it has submitted an EEO policy statement and an MWBE Utilization Plan (Prime Contractors only) to the Recipient, **prior to the execution of this contract.**

Suspension/Debarment - The Contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

Equal Employment Opportunity (EEO), Affirmative Action, MWBE and Other Covenants:

Contractor and Subcontractor shall comply with all federal and state laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/MWBE, including but not limited to the Bid Packets.

With respect to this contract, the Contractor and Subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

MWBE PROGRAM

NEW Goals as of 10/1/2015

******(Applies to all: (1) Construction contracts greater than \$100,000
(2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the contract value above \$100,000
(3) Change orders greater than \$25,000)**

MWBE Goals - The Contractor agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC. Please contact EFC if you have any questions about the applicable goals for your contract.

| Program | MWBE Combined Goal* |
|---|--|
| CWSRF, DWSRF, & GIGP | 20% |
| NYS Water Grants (also receiving SRF loan) | CWSRF 23% DWSRF 26% |
| Engineering Planning Grant | CFA Round 2012-2014 20% CFA Round 2015-2016 30% |

*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE Contractors (including Subcontractors, consultants and Service Providers) for SRF-funded projects in accordance with the aforementioned goals. The Contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The Contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, Contractor will reference the directory of New York State Certified MWBEs found at the following internet address: ny.newnycontracts.com.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to Contractors. MWBE Utilization Plans are submitted to the SRF Recipient's minority business officer (MBO) prior to execution of a contract.) Each Contractor shall prepare an MWBE Utilization Plan, and any subsequent revisions or amendments thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of

this contract. The MWBE Utilization Plan shall identify the Contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals established for this contract by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for, certification from ESD.

In the event that the Contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, the Contractor shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, the Contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – The Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If the Contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals then, prior to execution of a contract, the Contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. The Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from the Recipient, the Contractor shall respond with a written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

The Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports – MWBE Monthly Report – The Contractor agrees to submit a report to the Recipient by the 3rd business day following the end of each month over the term of this contract documenting the payments made and the progress towards achievement of the MWBE goals of this contract.

EEO PROGRAM

*** (Applies to all contracts and subcontracts greater than \$10,000) ***

Required Reports - EEO Workforce Utilization Reports

During the term of this contract, the Contractor and Subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and Subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the Contractor and Subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from Contractor or Subcontractor's total workforce. The Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If the Contractor or Subcontractor fails to separate the workforce to be utilized on this contract from the total workforce, as determined by Recipient, the Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is the Contractor or Subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

DISADVANTAGED BUSINESS ENTERPRISES

*** (Applies to all contracts and subcontracts) ***

The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Contractors and Subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES

*** (Applies to all contracts) ***

Upon a determination by the Recipient of the Contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, the Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If the Contractor or Subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

The Contractor and Subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the Contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as determined by the Recipient or EFC, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, Contractor shall pay such liquidated damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

RESTRICTIONS ON LOBBYING

*** (Applies to all contracts and subcontracts greater than \$100,000) ***

The Contractor and Subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

****Applies to all: (1) Construction contracts and subcontracts greater than \$2,000
(2) CWSRF Treatment Works Projects – see Defined Terms
(3) DWSRF projects)****

The Recipient acknowledges and hereby agrees to comply with the Wage Rate Requirements under the Davis-Bacon Act, which are hereby restated in pertinent part as follows:

Preamble

The Clean Water Act (CWA) and Safe Drinking Water Act (SDWA) require that all laborers and mechanics employed by Contractors and Subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the SRF shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon (DB) and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard DB contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the SRF shall ensure that the standard DB contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

With respect to the Clean Water and Safe Drinking Water State revolving Funds, EPA provides capitalization grants to the State which in turn, through EFC, provides subgrants or loans to eligible entities within the State (Recipient(s)). Typically, the Recipients are municipal or other local governmental entities. For these types of Recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring Recipients' compliance with the wage rate requirements set forth herein, those Recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Requirements under the Davis-Bacon Act for Recipients

The following terms and conditions specify how the New York State Environmental Facilities Corporation (EFC) and governmental Recipients will meet the DB requirements. If a Recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact EFC. EFC or Recipient may also obtain additional guidance from the web site of the Department of Labor (DOL) at <http://www.dol.gov/whd/programs/dbra/>.

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving waste water or drinking water treatment plants as subject to DB. If a Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with EFC before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the Prime contract.

(i) While the solicitation remains open, the Recipient shall monitor www.wdol.gov on a weekly basis

to ensure that the wage determination contained in the solicitation remains current. The Recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipients may request a finding from EFC that there is not a reasonable time to notify interested Contractors of the modification of the wage determination. EFC will provide a report of its findings to the Recipient.

- (ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EFC, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor www.wdol.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the Recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Recipient shall insert the appropriate DOL wage determination from www.wdol.gov/ into the ordering instrument.
- (c) Recipient shall review all subcontracts subject to DB entered into by Prime Contractors to verify that the Prime Contractor has required its Subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Recipient's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

- (a) The Recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

- (1) Minimum wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly

period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (ii)(A) The Recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the Recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor

shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding

The Recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Recipient, that is, the entity that receives the sub-grant or loan from EFC. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of

the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/programs/dbra/wh347.htm or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient(s) for transmission to the State or EPA if requested by EPA, the State, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a Subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Recipient(s).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and

Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements

of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and Recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the Contractor and any Subcontractor responsible

therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that Contractors or Subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the contract or subcontract. Recipients must increase the frequency of the interviews if the initial interviews or other information indicates that there is a risk that the Contractor or Subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must spot check payroll data within two weeks of each Contractor or

Subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the Contractor or Subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by Contractors and Subcontractors who claim credit for fringe benefit contributions.

- (d) The Recipient shall periodically review Contractors' and Subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and Subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at www.wdol.gov.

AMERICAN IRON AND STEEL (AIS) REQUIREMENT

*** (Applies to all contracts and subcontracts for:*

- (1) CWSRF Treatment Works Projects – see Defined Terms*
- (2) all DWSRF projects)***

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF) financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (EFC) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EFC.

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PART 2:

GUIDANCE MATERIALS

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INTRODUCTION

A description of requirements as they relate to contracts funded in whole or in part by the New York State Revolving Funds:

Applicability:

This guidance applies to construction contracts entered into between an SRF recipient (Recipient) and a contractor (or between a Contractor and Subcontractor) when SRF funds are expended for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereof.

Purpose of Documents:

This guidance is designed to complement the required contract language as set forth in Part 1, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE and other requirements of the SRF programs, as appropriate, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – “Participation by Disadvantaged Business Enterprises in US EPA Programs”
- Restrictions on Lobbying
- P.L. 113-76, Consolidated Appropriates Act, 2014; WRRDA Section 608 of the Federal Water Pollution Control Act, as revised – “American Iron and Steel” (AIS)
- Davis Bacon Related Acts (DBRA) consisting of the following:
The Davis Bacon Act; Copeland Act 40 U.S.C. 3145; Reorganization Plan No. 14;
Department of Labor 29 CFR Parts 1, 3, and 5; Contract Work Hours and Safety Standards Act

Contractors are required to engage in oversight practices that ensure that the wages paid to employees and Subcontractors are consistent with DBRA requirements including payment of the higher of the state or federal wages.

Contractors are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing construction, labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet any of the program requirements and regulations described within this packet in a timely manner may result in withholding of disbursements of SRF funds or other remedies as reflected in the SRF financial assistance agreement. This may affect the Contractor's payments.

Contractor are required to use iron and steel products made in the United States for the construction, alteration, maintenance, or repair of a public water system or treatment works.

Reference the EFC website to ensure the most recent forms and language. (www.efc.ny.gov/MWBE)

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each Contractor and Subcontractor on an SRF funded project in order to comply with federal and New York State laws and regulations.

SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY

*** (Applies to all contracts and subcontracts greater than \$10,000) ***

A. WORKFORCE DIVERSITY

Contractors are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects on the EEO Workforce Utilization Report. The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website in the Prime Contractor folder.

B. EEO POLICY STATEMENT

The EEO Policy Statement is documentation of a Contractor's or Subcontractor's policy of non-discrimination in accordance with federal and state laws. EEO Policy Statements must: be submitted to the Recipient's minority business officer (MBO) as part of any bid proposal or upon execution of a subcontract; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by the Contractor or Subcontractor, as applicable.

The EEO Policy Statement can be found in the Required Forms section of this document and on EFC's website in both the Prime Contractor and MWBE Subcontractor sections.

C. EEO WORKFORCE UTILIZATION REPORTS

Upon the execution of the contract and monthly thereafter, the Contractor shall submit to the Recipient's MBO an EEO Workforce Utilization Report that documents the actual labor hours worked by ALL Contractor AND Subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The *EEO Workforce Utilization Report* is part of the MWBE Monthly Report form. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website in the Prime Contractor folder.

All EEO Workforce Utilization Reports submitted by the Contractor and Subcontractor must reflect a separation of the workforce utilized in the performance of this contract from Contractor or Subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the Contractor or Subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient, Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is Contractor or Subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

D. OTHER CONSTRUCTION CONTRACTOR RESPONSIBILITIES

1. Display the EEO poster at the project site in a visible location. The EEO poster is found at <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>.
2. Make all EEO documents and records available upon request to EFC staff, MBO, or their authorized representatives.
3. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

SECTION 2 MWBE and DBE

******(DBE Applies to all contracts

MWBE Applies to all: (1) Construction contracts greater than \$100,000
 (2) Projects that are initially under these thresholds but have subsequent change orders that increase the contract value above \$100,000
 (3) Change orders greater than \$25,000)**

A. MWBE REQUIREMENTS

Recipients, Contractors and Subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Contractor (or Subcontractor) whereby the SRF Recipient commits to expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereof in support of an SRF financed project.

Amendments or change orders for such construction contracts with a value greater than \$25,000 may be subject to MWBE requirements as well. The Prime Contractor is to seek additional MWBE participation for the additional value of the contract unless EFC determines otherwise.

If contracts with a value of \$100,000 or less have subsequent change orders or amendments that bring the total contract value to greater than \$100,000, the full value of the contract will then be subject to MWBE requirements.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

NEW GOALS AS OF 10/1/2015

Based on the report, "The State of Minority and Women-Owned Business Enterprise: Evidence of New York, April 29, 2010" (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Contractors are required to solicit participation of MWBE firms (including Subcontractors, consultants, and Service Providers) for SRF funded projects.

MWBE participation goals will be based on the goals in place at the time of the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF grant agreement or project finance agreement. The current goals for this program are listed below. If your contract was executed prior to October 1, 2012 please speak to an EFC Representative to determine what goals apply.

| Program | MWBE Combined Goal* |
|---|--|
| CWSRF, DWSRF, & GIGP | 20% |
| NYS Water Grants (also receiving SRF loan) | CWSRF 23% DWSRF 26% |
| Engineering Planning Grant | CFA Round 2012-2014 20% CFA Round 2015-2016 30% |

*May be any combination of MBE and/or WBE participation

C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Prime Contractors that are certified MWBE will receive credit for MWBE participation. Primes may include second tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.

A list of firms certified in New York State can be found on the ESD website at <https://ny.newnycontracts.com>. Searches can be performed by the business name, commodity code or business description.

D. CONTRACTOR'S MWBE RESPONSIBILITIES

At the Time of Bid:

The completed forms listed below shall be part of the official bid submission (including proposals) by each competing Contractor:

- **EPA Form 6100-3 “DBE Subcontractor Performance Form”**

This form shall be completed by all potential Subcontractors and collected by the bidder to be included as part of the bid submission.

- **EPA Form 6100-4 “DBE Subcontractor Utilization Form”**

This form shall be completed by each potential bidder and submitted as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The Prime **Contractor's** EEO Policy Statement should be completed and included as part of the bid submission.

Prior to Award of the Contract:

- **EPA Form 6100-2 “DBE Subcontractor Participation Form”**

Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit to the MBO documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. (See [Part 3: Required Forms](#))

After Award of the Contract:

Each Prime Contractor is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

1. MWBE Utilization Plan (UP)

a. **Due Date:** MWBE UPs are required to be submitted to the MBO no later than the date of execution of the contract.

b. **Preparation:** Each Contractor shall prepare an MWBE UP that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE UP will reflect the EFC MWBE goals that apply to the contract as well as the Contractor's anticipated MWBE participation. The Prime **Contractor** may take credit for certified firms obtained by their Subcontractors. The Contractor will transmit the completed MWBE UP form, with all pages filled out, to the MBO. Blank MWBE UP forms are available on EFC's MWBE website.

MWBE UP revisions should be submitted to the MBO, with the next monthly report. When an MWBE UP is revised due to execution of a change order, the change order should be submitted to the MBO with the revised MWBE UP.

- c. **NYS Certified:** The MBEs and WBEs identified in the MWBE UP must be certified by, or have applied for certification from:

Empire State Development Corporation
 Division of Minority and Women's Business Development
 625 Broadway
 Albany, New York 12245
 Phone: 1-800-782-8639
www.esd.ny.gov/MWBE.html

- d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor.
- iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
- ii. No credit will be granted for MBEs and/or WBEs that do not provide a commercially useful function.

- e. **Waiver Request:** If the Contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor shall complete the waiver request portion of the MWBE UP, attach appropriate documentation, and submit it to the MBO. **See Section F for more information.**

- f. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE UP. If the MBO finds the UP sufficient, after review and application of the requirements set forth in this guidance, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the Contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the Contractor from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept an MWBE UP upon consideration of many factors, including the following:

- i. The MWBE UP indicates that the proposed goals for the project will be achieved;
- ii. A Prime Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required; and

- iii. Adequate documentation to demonstrate good faith effort and/or support a specialty equipment/services waiver as described in Section D2.
- g. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE UP or Waiver Request, EFC will post the approved MWBE UP or Waiver Request on the EFC website.
- h. **Conditional Utilization Plan:** In coordination with the MBO, EFC may issue conditional acceptance of UPs pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.
- i. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the approved MWBE UP is no longer valid, the Contractor shall indicate the changes to the MBO in the next monthly report. At EFC's discretion, an updated MWBE UP form and good faith effort documentation may be required to be submitted.
- j. **Projects Co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

2. Good Faith Effort Documentation

The Prime Contractor shall maintain documentation of their efforts to solicit participation of MWBE firms for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the Contractor must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation that the Contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The Contractor is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a Subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

| Date | M/WBE Type | Company | Scope of work | Contact Name | Phone/ Email | Solicitation Format | MWBE Response | Negotiation Required? | Selected? If not, Explain |
|------|------------|---------|---------------|--------------|--------------|---------------------|---------------|-----------------------|---------------------------|
| | | | | | | | | | |

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the Contract Reporter that is free to all Contractors - <https://www.nyscr.ny.gov/>. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Contractor on another SRF funded project.
- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects
- The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.

3. Subcontract Agreements

The Contractor shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:

- Actual dollar amount of the subcontract;
- A job description of the work to be performed by the Subcontractor;
- Signatures of both parties;
- Date of execution;
- MWBE language (included in this bid packet); and

- f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

4. Monthly Reports

The Contractor must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available on EFC's website or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the Contractor must provide documentation to the MBO that Subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions and all change orders.

5. Other Contractor Responsibilities

- a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.
- b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE Subcontractor. This should be reported as part of the revised MWBE Utilization Plan or in a monthly report.
- c. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
- d. Make all MWBE documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
- e. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
- f. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the [Part 1: Required Contract Language](#).

NOTE: Failure by the Contractor to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the Contractor of any contract requirements including the completion of the project within the specified contract time.

E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with Contractors. Subcontractors should:

1. Maintain their MWBE certifications, and notify the Contractor and MBO of any change in their certification status.
2. Notify the Prime Contractor of any MWBE Subcontractors they hire so they may be included on the Prime's UP.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the Contractor prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the Contractor prior to award of contract.
6. Ensure that a required EEO Policy Statement and a copy of this Bid Packet is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
7. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. Share EEO utilization information with the Prime Contractor.
8. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.
9. Perform the subcontracted scope of work in a professional and timely manner.

F. MWBE WAIVER REQUESTS

Each Contractor is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a Contractor may find that it is not possible to meet the MWBE goals. In that case, the Contractor shall request a waiver from the goals.

Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO utilization information is submitted as part of the Monthly Report.

1. **Preparation:** The Contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation and a letter explaining why the waiver is necessary.
2. **Waiver Review:** The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
3. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
 - a. equipment is made by only one non-MWBE manufacturer,
 - b. the technical specifications call for equipment that is not available through an MWBE supplier;
 - c. the equipment is constructed on site by specially trained non-MWBE labor;
 - d. the service is not available through an MWBE (such as work done by National Grid);

- e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or
- f. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the MWBE Eligible Amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:

$$\begin{array}{rcl} \$200,000 & - & \$50,000 & & = & \$150,000 \\ \text{(Contract)} & & \text{(Specialty equipment/service)} & & & \text{(MWBE Eligible Amount)} \end{array}$$

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. For construction contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

G. PROTESTS/COMPLAINTS

Subcontractors or Contractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

H. WASTE, FRAUD AND ABUSE

Subcontractors, Contractors, Service Providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3268.

I. REMEDIES

If a Recipient makes a determination that a Contractor has been non-responsive, is non-responsible, or is in breach as a result of a failure to comply with the program requirements discussed in [Part 1: Required Contract Language](#), Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a Contractor or Subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between Contractor and Recipient, and justify a finding of Contractor non-responsiveness.

SECTION 3 RESTRICTIONS ON LOBBYING

Applies to all contracts and subcontracts greater than \$100,000

Each Contractor and Subcontractor which has a contract with Recipient exceeding \$100,000 shall provide to the Recipient a completed Certification for Contracts, Grants, Loans, and Cooperative Agreements, 40CFR Part 34 (Lobbying Certification) form. The form provides a certification that the **Contractor** or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

SECTION 4 AIS REQUIREMENTS

***Applies to all Construction contracts and subcontracts for:*

- (1) CWSRF Treatment Works Projects – see Defined Terms*
- (2) all DWSRF projects)***

American Iron and Steel (AIS) requirements apply to any federally funded construction project:

- That is for the construction, alteration, maintenance, or repair of public water system or treatment works;
- Where an SRF-eligible entity executes a financial assistance agreement with the NYS Environmental Facilities Corporation (EFC) after January 17, 2014 for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), and
- That did not have the project plans and specifications submitted for review by a NYS agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014.

AIS requirements apply to the whole of the project, even if the project is only partially funded by SRF funds.

The following activities must be implemented by each Contractor on an SRF funded project in order to maintain compliance with the AIS program. These contractual obligations are included in the contract language in [Part 1: Required Contract Language](#) and expanded upon below.

Note that the following information serves as a general summary of the AIS program. The Contractor should refer to the EPA website and review the [State Revolving Fund American Iron and Steel Requirement](#) for further information on specific AIS requirements.

A. DEFINITIONS

It is required that all of the iron and steel products used in the project are produced in the United States. The term “**iron and steel products**” means the following products made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings
- Manhole Covers
- Municipal Castings (defined below);
- Hydrants
- Tanks
- Flanges
- Pipe clamps and restraints
- Valves
- Structural steel
- Reinforced precast concrete
- Construction materials (defined below)

For one of the listed products to be considered subject to the AIS requirement, it must be made of greater than 50% iron and steel, measured by material cost (with the exception of reinforced precast concrete products).

Municipal castings – cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

| | |
|----------------------------------|--------------------------------|
| Access Hatches | Inlets |
| Ballast Screen | Junction Boxes |
| Benches (Iron or Steel) | Lampposts |
| Bollards | Manhole Covers, Rings and |
| Cast Bases | Frames, Risers |
| Cast Iron Hinged Hatches | Meter Boxes |
| Cast Iron Riser Rings | Service Boxes |
| Catch Basin Inlet | Steel Hinged Hatches |
| Cleanout/Monument Boxes | Square and Rectangular |
| Construction Covers and Frames | Steel Riser Rings |
| Curb and Corner Guards | Trash receptacles |
| Curb Openings | Tree Grates |
| Detectable Warning Plates | Tree Guards |
| Downspout Shoes (Boot, Inlet) | Trench Grates |
| Drainage Grates, Frames and Curb | Valve Boxes, Covers and Risers |
| Inlets | |

Construction Materials – articles, materials, or supplies made primarily of iron and steel that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products:

- Wire rod
- Bar
- Angle
- Concrete Reinforcing bar
- Wire
- Wire cloth
- Wire rope and Cables
- Tubing
- Framing
- Joists
- Trusses
- Fasteners (i.e., nuts and bolts)
- Welding rods
- Decking
- Grating
- Railings
- Stairs
- Access ramps
- Fire escapes
- Ladders
- Wall panels
- Dome structures
- Roofing
- Ductwork
- Surface drains
- Cable hanging systems
- Manhole steps
- Fencing and fence tubing
- Guardrails
- Doors
- Stationary screens

NOT Considered Construction Materials: Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials:

- Pumps
- Motors
- Gear reducers
- Drives (including variable frequency drives (VFDs))
- Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators),
- Mixers
- Gates
- Motorized screens (such as traveling screens)
- Blowers/aeration equipment
- Compressors
- Meters
- Sensors
- Controls and switches
- SCADA
- Membrane bioreactor systems
- Membrane filtration systems
- Filters
- Clarifiers and clarifier mechanisms
- Rakes
- Grinders
- Disinfection systems
- Presses (including belt presses)
- Conveyors, cranes
- HVAC (excluding ductwork)
- Water heaters
- Heat exchangers
- Generators
- Cabinetry and housings (such as electrical boxes/enclosures)
- Lighting fixtures
- Electrical conduit
- Emergency life systems
- Metal office furniture
- Shelving
- Laboratory equipment
- Analytical instrumentation
- Dewatering equipment

B. MANUFACTURER'S AIS CERTIFICATION

Each Contractor shall provide to the Recipient an executed certification from the manufacturer of the product on the form provided in the forms section of this document, that the iron and steel products and/or materials used on this project are in full compliance with the American Iron and Steel requirements in accordance with the provisions of the Consolidated Appropriations Act, and to maintain such certification for their own records.

It is recommended that a step certification process is used, in which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification typically includes:

- a. the name of the manufacturer
- b. the location of the manufacturing facility where the product or process took place (not its headquarters)
- c. a description of the product or item being delivered
- d. a signature by a manufacturer's responsible party

These certifications should be collected and maintained by Recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or Contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information.

C. CONTRACTOR'S AIS CERTIFICATION

Each Prime Construction Contractor, or material and equipment supplier, must complete a Contractor AIS Certification form and submit to the SRF Recipient as part of the conformed bid set. The certification states that all permanent iron and steel products used on the contract will be made in the United States and that documentation will be maintained at the project locations.

D. AIS WAIVER REQUESTS

The EPA is allowed to issue waivers from the AIS requirements when:

- The application of the AIS requirements would be inconsistent with the public interest;
- Iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or
- Inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

AIS waivers can be product-specific, project-specific, regional, or nationwide. Waiver requests can only be submitted by either EFC or DOH to EPA, and only EPA can approve an AIS waiver. If the Contractor is considering requesting an AIS waiver, documentation as described in the EPA guidance should be developed and submitted to the EFC or DOH Project Engineer. See EFC's website for EPA guidance.

1. Waiver Documentation:

The Contractor shall complete the waiver request to the Recipient along with adequate good faith effort documentation. Waiver requests should include the following information:

- a. Description of the foreign and domestic construction materials
- b. Unit of measure
- c. Quantity
- d. Price
- e. Time of delivery or availability
- f. Location of the construction project
- g. Name and address of the proposed supplier
- h. A detailed justification for the use of foreign construction materials

For **Cost Waiver Requests**, the Contractor should compare the overall cost of the project with domestic iron and steel products to overall cost of the project with foreign iron and steel products. Relevant excerpts from the bid documents used by the Contractors to complete the comparison, as well as supporting documentation indicating that the Contractors made a

reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers may be used.

For **Availability Waiver Requests**, the request must include the following supporting documentation necessary to demonstrate the availability, quantity and/or quality of the materials for which the waiver is requested:

- a. Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials
- b. Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers
- c. Project schedule
- d. Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials

Availability Waiver Requests should include a statement from the prime Contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought.

2. Waiver Review:

The Recipient and EFC will review each waiver request based on the criteria presented above and the documentation submitted with the waiver request. EFC will submit waiver request directly to EPA for final approval of submission. Granting a waiver is a three-step process:

- a. Posting – After receiving an application for waiver of the AIS requirements, EPA will publish the request on its website for 15 days and receive informal comment.
- b. Evaluation – EPA will review the application to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to make a determination.
- c. Determination – In the event that EPA finds that adequate documentation and justification has been submitted, the EPA may grant a waiver to the Recipient. The Recipient should keep a copy of the signed waiver in its project files.

E. DE MINIMIS WAIVER

The AIS de minimis waiver allows that incidental iron and steel components that are tracked in a certain manner are exempt from the AIS requirements. Items that can be subject to the de minimis waiver must be:

1. Essential, but incidental to the construction
2. Incorporated into the physical structure of the project. and
3. Often are low cost and procured in bulk.

Examples of items eligible for de minimis tracking include: washers, screws, nuts, bolts, fasteners, miscellaneous wire, corner bead, ancillary tubing, etc.

Examples of items that are NOT incidental and cannot be considered for de minimis tracking include: process fittings, tees, elbows, flanges, brackets, valves, sewer or water pipes for distribution, treatment or storage tanks, large structural support systems, etc.

To comply with the de minimis waiver, all items that are waived must meet the above criteria and must be 5% or less of the total cost of materials incorporated into the project. This can be measured on a project basis, or on a contract-by-contract basis, as long as the cost of the tracked de minimis iron and steel items is 5% or less of the total material cost of materials incorporated into the project.

Contractors should prepare a record, in spreadsheet form, which tracks the cost of all materials incorporated into the project. This spreadsheet can be either project specific or contract specific. If contract specific, a material tracking record for each construction contract should be prepared and items that are subject to the AIS de minimis waiver highlighted. There should be a clear calculation available to indicate that the cost of the de minimis iron and steel items is 5% or less of the total cost of all materials.

F. INSPECTIONS

EFC or DOH can be expected to conduct occasional site inspections that will include a review of AIS documentation for the project. Items that will be reviewed during these inspections include:

1. AIS certifications from vendors, suppliers, or manufacturers;
2. Contract and subcontracts to verify that the AIS contractual language has been included; and
3. The lists of the incidental iron and steel project components that are claimed under the AIS de minimis waiver.

G. BEST PRACTICES

The following Best Practices are suggestions and recommendations for the Contractor to remain in compliance with the AIS program. The EFC can be contacted directly with any questions regarding compliance.

1. The Contractor should carefully review the plans and specifications prepared to identify iron and steel products (as defined previously in Section 5.A) used in each project and incorporate American-made iron and steel at the time of bid.
2. The Contractor should acquire product certifications from all suppliers and manufacturers for iron and steel products verifying that the products used in the project are American-made. These certifications should be kept on file for the duration of the project and provided to the SRF Recipient.
3. The product/manufacture certifications should be submitted with each equipment/material submittal to the Recipient and/or Engineer. The Contractor should retain all delivery slips, certifications and approved submittals in their file for the duration of the project.

SECTION 5 DBRA REQUIREMENTS

*** (Applies to all Construction contracts and subcontracts greater than \$2,000 for:
 (1) CWSRF Treatment Works Projects – see Defined Terms
 (2) all DWSRF Projects) ***

Construction Contractors and Subcontractors must comply with the Davis Bacon Related Act (DBRA) program if “yes” is answered for the following questions:

- This project involves the construction, alteration, maintenance, or repair of a public water system (DWSRF) or treatment works (CWSRF). Examples: collection systems, pump stations, and wastewater treatment plants (see definitions)
- The construction contract or subcontract is greater than \$2,000
- Any construction after October 30, 2009

DBRA requirements do not apply to non-construction contracts or for construction work categorized by EPA

as non-point source projects or estuary management program projects, unless the project involves treatment plant work. Contact EFC or DOH Project Engineer prior to bid if you have these types of projects.

The contractual obligations necessary to maintain compliance with the DBRA are included in the contract language in [Part 1: Required Contract Language](#) and expanded upon below.

Prior to bid and execution of any SRF eligible contracts, complete the following activities:

A. FEDERAL AND STATE WAGE RATES

When preparing the bid for SRF project, the Contractor must use the higher of the prevailing federal, state, or applicable local wage rates paid to each trade. These rates apply to Subcontractors working on the project as well. Federal wage rates can be found at <http://www.wdol.gov/>.

B. DEBARRED OR SUSPENDED CONTRACTORS

The Contractor should ensure that the Subcontractors bidding on the work are not included on either the state or federal debarred or suspended Contractor's list, located within the state wage rate packet and available on the US Department of Labor website <https://www.sam.gov/portal/public/SAM/>.

C. CONTRACT LANGUAGE AND WAGE RATES

The Contractor must ensure that the most recent DBRA contract language and federal wage rates are included in the contract before execution.

Davis Bacon regulations require that Recipients must amend the solicitation if the Department of Labor issues a modification to the wage rates more than 10 days prior to the closing date (i.e. bid opening) for the solicitation.

Also, if the contract has not been awarded within 90 days after bid opening, the Recipient must modify the solicitation or contract to include the most recent federal wage rates, if they have been modified. The federal wage website includes a list of wage determinations that are due for revision.

After execution of any contracts, complete the following activities:

D. WAGE RATE COMPLIANCE VERIFICATION

Contractor/Subcontractor Responsibilities:

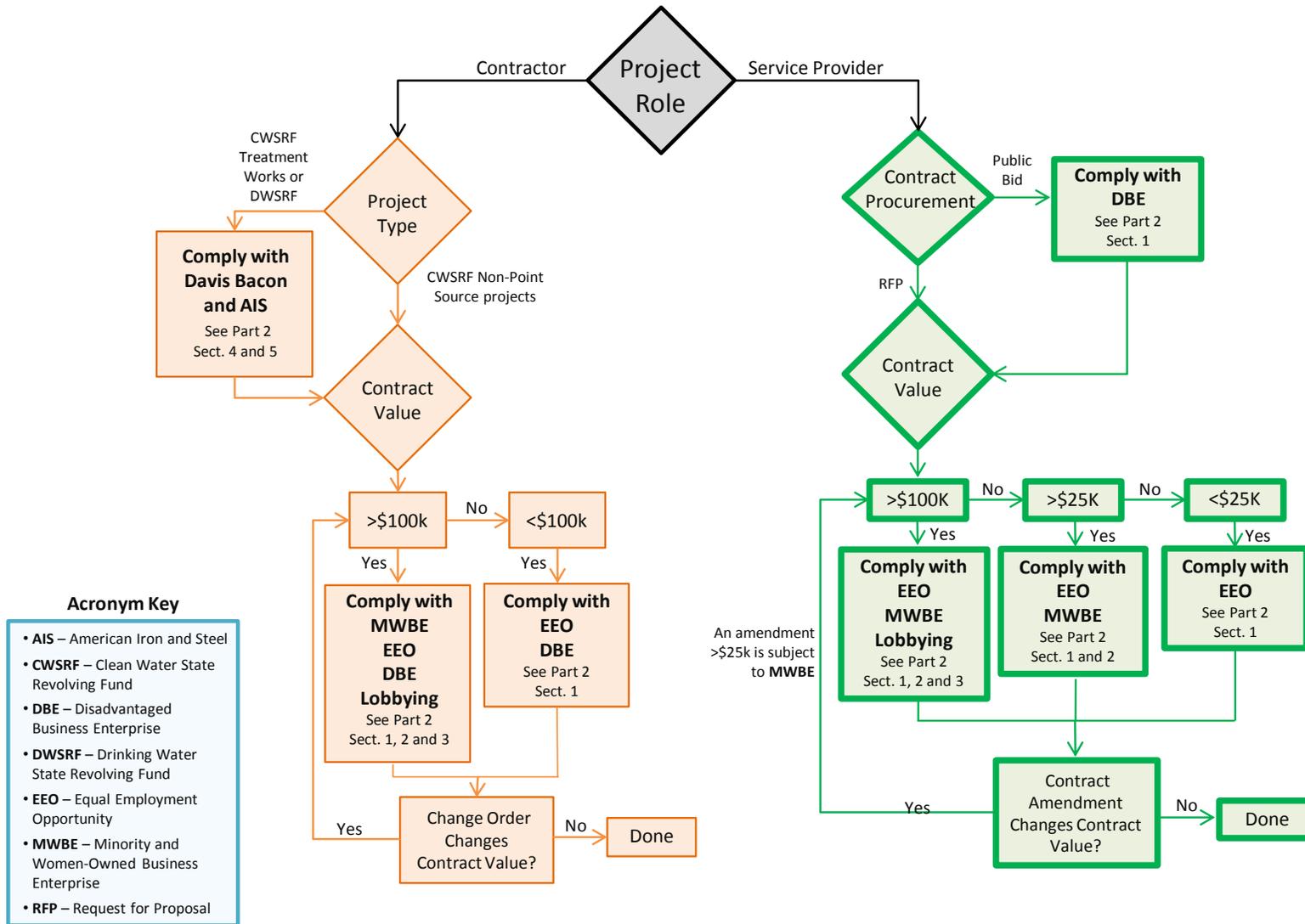
1. Post Davis Bacon Wage Poster and federal, state, and applicable local wages in a visible area at the construction site. This poster may be found on the EFC website under the Resource Library. (Refer to [Part 3: Required Forms](#))
2. Make your employees and Subcontractors' employees available for wage interviews if necessary. Wage interviews must be conducted confidentially and using Labor Standard Interview Form (SF-1445). (Refer to [Part 3: Required Forms](#))
3. Use federal payroll form WH-347 and complete the certifications on the back. If another form is being used, inform the Recipient and obtain a determination that the form is equivalent to the federal form. (Refer to [Part 3: Required Forms](#))
4. Pay the higher of prevailing federal, state, or applicable local wages, including benefits (fringe & holidays), to each trade and overtime not less than one and one-half times the basic rate of pay for hours in excess of forty hours on contracts in excess of \$100,000. The wage rates apply to Subcontractor trades as well.
5. Maintain proof of apprentice and trainee ratios for both Contractor and Subcontractor and certifications onsite.

6. Pay wages to your employees and your Subcontractors on a weekly basis. Ensure that your Subcontractors are paying their employees weekly.
7. Ensure that the subcontracts contain the Davis Bacon contract language, the federal, state, or applicable local wage determinations and equal employment opportunity language. This language is provided in the [Part 1: Required Contract Language](#). Federal wage determinations are available at www.wdol.gov.
8. Provide payroll forms and apprentice and trainee certifications to the Recipient for their records.
9. Report potential waste, fraud and abuse violations to the EPA Davis Bacon Contact and DOL Wages and Hours District Office found on their website. www.wdol.gov.
10. Any violations in payroll reporting or unpaid wages are subject to a daily monetary penalty.

Note that EFC expects to perform interim and final construction inspections. The EFC inspector can be expected to verify that the steps above are being followed and also check to ensure the proper signs and wage rates are posted in a visible area.

SECTION 6

PROGRAM DECISION TREE



PART 3:

REQUIRED FORMS

FOR CONSTRUCTION CONTRACTS

All required forms can be found on the EFC website (www.efc.ny.gov/MWBE)

To be submitted with this bid:

- *EEO Policy Statement
- Documented Proof that EPA Form 6100-2 “DBE Subcontractor Participation Form” was given to MWBE Subcontractors
- *EPA Form 6100-3 “DBE Subcontractor Performance Form”
- *EPA Form 6100-4 “DBE Subcontractor Utilization Form”
- *Lobbying Certification
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)
- *AIS Contractor’s Certification

Refer to **Part 2:**

Guidance Section

[Section 1.B](#)

[Section 2.D](#)

[Section 2.D](#)

[Section 2.D](#)

[Section 3](#)

[Section 4.C](#)

To be submitted after contract award:

- MWBE Utilization Plan and/or Waiver Request
- EEO Workforce Utilization Report (part of MWBE Monthly Report Form)

[Section 2.D.1](#)

[Section 1.C](#)

Tasks for construction start:

- Post EEO Poster
- Post Davis Bacon Wage Poster AND Wage Rates
- Use Federal Payroll Form (WH-347)
- Obtain AIS Manufacturer’s Certifications for all iron & steel products

[Section 1.D](#)

[Section 5.D.1](#)

[Section 5.D.3](#)

[Section 4.B](#)

Ongoing documentation & tasks:

- Submit Monthly MWBE Reports to MBO

[Section 2.D.4](#)

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**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment

Name of Contractor/Service Provider

opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

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Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

| | | | |
|-----------------------|--|-------------------------|--|
| Subcontractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Prime Contractor Name | | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies | Amount Received by Prime Contractor |
|----------------------|--|-------------------------------------|
| | | |

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

| | | | |
|-----------------------|--|-------------------------|--|
| Subcontractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Prime Contractor Name | | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies | Price of Work Submitted to the Prime Contractor |
|---|---|---|
| | | |
| DBE Certified By: ___ DOT ___ SBA ___ Other: _____ | | Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown |

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|-----------------------------------|-------------------|
| Prime Contractor Signature | Print Name |
| | |
| Title | Date |
| | |

| | |
|--------------------------------|-------------------|
| Subcontractor Signature | Print Name |
| | |
| Title | Date |
| | |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| | | | |
|-------------------------|--|------------------|--|
| Prime Contractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Issuing/Funding Entity: | | | |

| I have identified potential DBE certified subcontractors | __ YES | __ NO | |
|---|-------------------------------|-----------------|--------------------------|
| If yes, please complete the table below. If no, please explain: | | | |
| | | | |
| Subcontractor Name/ Company Name | Company Address/ Phone/ Email | Est. Dollar Amt | Currently DBE Certified? |
| | | | |
| | | | |
| | | | |

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|-----------------------------------|-------------------|
| Prime Contractor Signature | Print Name |
| | |
| Title | Date |
| | |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

SRF Project No.: _____

The undersigned each certify, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Name:

Title:

Date: _____

Contract ID: _____

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To be completed by prime contractors for all construction contracts

AMERICAN IRON AND STEEL (AIS) CONTRACTOR CERTIFICATION
FOR
CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor Name: _____

Contract ID: _____

SRF Project #: _____

SRF Recipient Name: _____

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

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Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form

(Revised 09/2014)

The following instructions will help you complete the Utilization Plan / Waiver Request and EEO Staffing Plan Forms for the New York State Environmental Facilities Corporation (EFC) Clean & Drinking Water State Revolving Fund (CWSRF/DWSRF) program.

Instructions for Contractors & Service Providers:

You are responsible for completing sections 2, 3, & 4. **Submit the completed form to the SRF Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. Copies of all forms & guidance documents are found on the MWBE webpage at <http://www.efc.ny.gov/mwbe>. All requirements described in EFC's Bid Packet must be followed. If the contract is performed under an MWBE Joint Venture or Teaming Arrangement, please fill out the additional form Joint Venture & Teaming Arrangement Form. If more than 10 subcontractors are used, additional pages for Section 3 can be found in the form Additional Utilization Plan Section 3. After signing, please send **the Word version by email** to the MBO.

The appropriate EEO goals specific to each County can be found on EFC's website. MWBE firms must be certified by the NYS Empire State Development (ESD) to be used for goal crediting purposes. Please refer to the Good Faith Effort Documentation webinar on EFC's MWBE website for guidance on searching ESD's directory.

If you require additional assistance, please contact your designated Minority Business Officer (MBO).

Instructions for Minority Business Officers (MBO):

It is EFC's intention that this form be filled out & signed electronically by both the MBO and their Authorized Representative (if applicable) by checking the boxes indicated in Section 1.

After reviewing and signing the utilization plan, please send **the Word version by email to your MWBE Representative**

When sending the email, please use a subject heading that follows the format "UP/Waiver Request, SRF Number, Contractor". NYSEFC will review and send the MBO an accepted copy of the utilization plan by email. Please retain the Word version of this document even after receiving the accepted copy as it can be modified for easy submittal of revised utilization plans.

Please ensure that the following procedures are also followed:

1. That legally signed and executed MWBE subcontracts and purchase orders are obtained from the prime contractor, contain the appropriate bid packet, and are maintained in the MBO files for review and/or inspection by EFC.
2. That documentation of proof of payments to MWBE subcontractors is obtained from the prime contractor and maintained in the MBO files for review and/or inspection by the EFC.
3. That monthly reports from prime contractors are collected and stored in the MBO files and used by the MBO or authorized representative to compile, sign and submit the quarterly report(s) to EFC.
4. That any changes in this utilization plan, including the addition or replacement of subcontractors, require written or electronic notification of the revision(s) be submitted to EFC.
5. That any contract cost increases due to change orders or amendments are reflected on quarterly reports or a revised utilization plan if over the threshold dollar amount of \$25,000.

To ensure continued compliance with the MWBE/EEO programs, all requirements described in NYSEFC's guidance document for MBOs must be followed. For more information on the roles and responsibilities of the MBO please contact EFC's MWBE Unit at 518.402.7433 or by e-mail at mwbe@efc.ny.gov.

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION

| | | | |
|--|----------------------|---------------------|-------------------------------------|
| Recipient/Municipality: | | County: | |
| SRF Project No.: | GIGP/EPG No.: | Contract ID: | Registration No. (NYC only): |
| Minority Business Officer: | | Email: | Phone #: |
| Address of MBO: | | | |
| Signature of MBO: (Required even if Authorized Rep. is filled out) <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | | Date: |
| <i>Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.</i> | | | |
| Authorized Representative: | | Title: | |
| Authorized Rep. Company: | | Email: | Phone #: |
| Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | | Date: |

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

| | | | | | | | | |
|---|--------------------|-------------------------|---|---|------------------------------------|---------------|--------------|----|
| If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe | | | | | | | | |
| Firm Name: | | | Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services | | | | | |
| Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE. | | | | | | | | |
| Address: | | Phone #: | Fed. Employer ID #: | | | | | |
| Description of Work: | | | | | | | | |
| Award Date: | Start Date: | Completion Date: | MWBE GOAL Total | | PROPOSED MWBE Participation | | | |
| Total Contract Amount: \$ | | | MBE: | % | \$ | MBE: | % | \$ |
| MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers) | | | WBE: | % | \$ | WBE: | % | \$ |
| | | | Total: | % | \$ | Total: | % | \$ |
| If waivers are requested, documentation must be attached: <input type="checkbox"/> Full Waiver (No Participation) <input type="checkbox"/> Partial Waiver (Short of the MWBE Goal) | | | | | | | | |
| <input type="checkbox"/> Specialty Equipment/Services Waiver (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached) | | | | | | | | |
| Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. | | | | | | | Date: | |
| Name (Please Type): | | | | | | | | |

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 3: UTILIZATION PLAN

| | | | | |
|---|---------------------------|-------------------------|-----------------|---------------------|
| This Submittal is: <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: | | | | |
| NYS Certified M/WBE Contractor & Subcontractor Info (MBO to check certifications) | | Contract Amount: | | For EFC Use: |
| | | MBE (\$) | WBE (\$) | |
| Name: | Fed. Employer ID#: | | | |
| Address: | Phone #: | | | |
| Scope of Work: | Email: | | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | | |
| Full Contract Amount: \$ | Completion Date: | | | |
| Name: | Fed. Employer ID#: | | | |
| Address: | Phone #: | | | |
| Scope of Work: | Email: | | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | | |
| Full Contract Amount: \$ | Completion Date: | | | |
| Name: | Fed. Employer ID#: | | | |
| Address: | Phone #: | | | |
| Scope of Work: | Email: | | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | | |
| Full Contract Amount: \$ | Completion Date: | | | |
| Name: | Fed. Employer ID#: | | | |
| Address: | Phone #: | | | |
| Scope of Work: | Email: | | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | | |
| Full Contract Amount: \$ | Completion Date: | | | |
| Name: | Fed. Employer ID#: | | | |
| Address: | Phone #: | | | |
| Scope of Work: | Email: | | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | | |
| Full Contract Amount: \$ | Completion Date: | | | |

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 4: EEO STAFFING PLAN (*Service Providers Only* - Instructions on the following page)

| | | | |
|------------------------|---------|------------------|--------------|
| Municipality: | County: | SRF Project No.: | Contract ID: |
| Service Provider Name: | | Date: | |

Report Includes – Please select one from the options below:

- Workforce utilized on this contract
- Contractor/subcontractor’s total workforce

Reporting Entity – Please select one from the options below:

- Prime Service Provider
- Subcontractor

| Job Categories | Hispanic/ Latino | | Not Hispanic or Latino | | | | | | | | | | | | |
|---------------------------------|---------------------|--------|------------------------|-------------------------------|---|-------|---|-------------------------|--------|-------------------------------|---|-------|---|-------------------------|---|
| | Male | Female | Male | | | | | | Female | | | | | | |
| | | | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races | |
| Senior Level Officials/Managers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mid-Level Officials/Managers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Professionals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Technicians | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sales Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Administrative Support Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Skilled Craftsmen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operatives Semi-Skilled | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laborers & Helpers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Journeypersons | | | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | | | |
| Trainees | | | | | | | | | | | | | | | |

| | |
|---|--------------|
| Electronic Signature of Service Provider: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. | Date: |
| Name (Please Type): | |

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

INSTRUCTIONS

General Instructions: All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract.

Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander**- A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** – **A person having** origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Staffing Plan are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen – Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

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**CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report
& EEO Workforce Utilization Report**

Instructions:

- Contractors are to complete the report in Word version and email to the SRF Recipient Minority Business Officer (MBO) on a monthly basis.
- If you require additional pages, you may find them in the Forms Folder of the MWBE web page.
- **All** MWBE Subcontractors for this contract **MUST** be listed in the form regardless of whether they were paid this month.
- Please save Report as “*MReport – (Project No). – (Municipality) – (Firm Name) – (Date)*” and send the Word version of this document.
- Proofs of payment in the amounts shown below must be kept in the MBO files for review.

| | | | | | | | | | |
|--|--|---|--|-------------------|------------------------------|---|---------------------|---|-----------------------------|
| Municipality: | | County: | | Contract ID: | | Month: | Year: | | |
| SRF Project No.: | | GIGP No: | | Registration No.: | | | | | |
| Prime Contractor/Service Provider: | | | | Award Date: | | Start Date: | | Completion Date: | |
| Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date: _____ | | | | | | | | | |
| Prime Contract Amt: \$ | | MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers) | | | EFC MWBE Goals | | | Total Paid to Prime | |
| Revised Contract Amt: \$ | | | | | MBE: % WBE: % Total: % | MBE Amt: \$ WBE Amt: \$ Total Amt: \$ | | Total Paid this Month: \$ Total Paid to Date: \$ | |
| NYS Certified M/WBE Contractor & Subcontractor | | Please Specify Any Revisions this Month. | | | Subcontractor Total Amount | | Payments this Month | Previous Payments | Total Payments Made to Date |
| | | | | | Original | Revised | | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | | | \$ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | | | \$ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | | | \$ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | | | \$ | | |

**CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report
& EEO Workforce Utilization Report**

| NYS Certified M/WBE Contractor & Subcontractor | Please Specify Any Revisions this Month. | Subcontractor Contract Amount | | Payments this Month | Previous Payments | Total Payments Made to Date |
|--|---|-------------------------------|---------|---------------------|-------------------|-----------------------------|
| | | Original | Revised | | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |

**CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report
& EEO Workforce Utilization Report**

| NYS Certified M/WBE Contractor & Subcontractor | Please Specify Any Revisions this Month. | Subcontractor Total Amount | | Payments this Month | Previous Payments | Total Payments Made to Date |
|--|---|----------------------------|---------|---------------------|-------------------|-----------------------------|
| | | Original | Revised | | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
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| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
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| Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other: | <input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED | | | ■ | | |
| Additional Pages can be found at www.nysefc.org | | TOTAL | | ■ | | |
| Please explain any revisions: | | | | | | |

EQUAL EMPLOYMENT OPPORTUNITY (EEO) – WORKFORCE UTILIZATION REPORT (Revised 3/2012)

(Instruction on following page)

| | | | |
|------------------------------|---------|------------------|--------------|
| Municipality: | County: | SRF Project No.: | Contract ID: |
| Contractor/Service Provider: | | Date: | |

Report Includes – Please select one from the options below:

- Construction Contracts - Report the hours of contractor’s and ALL subcontractor’s employees who worked on contract activities during the month
- Service Provider Contracts - Report the Actual Contractor/subcontractor’s workforce (# of personnel) utilized on this contract.

| Job Categories | Hispanic/ Latino | | Non-Hispanic / Latino | | | | | | | | | | | |
|---------------------------------|---------------------|--------|-----------------------|-------------------------------|---|-------|---|-------------------------|--------|-------------------------------|---|-------|---|-------------------------|
| | | | Male | | | | | | Female | | | | | |
| | Male | Female | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races |
| Senior Level Officials/Managers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mid-Level Officials/Managers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Professionals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Technicians | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sales Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Administrative Support Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Skilled Craftsmen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operatives Semi-Skilled | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laborers & Helpers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Journeypersons | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Apprentices | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Trainees | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

| | |
|--|--------------------------|
| <p>Service Provider Contracts Only: <input type="checkbox"/> There are no changes to the workforce utilized on this contract since the last EEO Workforce Utilization Report</p> <p>Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.</p> <p>Name (Please Type): ■■■■■</p> | <p>Date: ■■■■</p> |
|--|--------------------------|

EQUAL EMPLOYMENT OPPORTUNITY (EEO) – WORKFORCE UTILIZATION REPORT (Revised 3/2012)

INSTRUCTIONS

General Instructions: All Contractors and each subcontractor identified in the approved MWBE Utilization Plan must complete an EEO Workforce Utilization Report and submit it with the MWBE Quarterly Reports.

Construction Contracts: Report the hours of contractor's and ALL subcontractors' employees who worked on contract activities for each month.

Non-Construction Contracts: Where the work force to be utilized in the performance of the contract can be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form only for the actual work force utilized on the contract*. Where the workforce utilized in the performance of the contract cannot be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form for the contractor's or subcontractors' total workforce*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander**- A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - Origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment
- **Two or More Races** - All persons who identify with more than one of the above five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Workforce Utilization Report are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen – Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

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Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

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Example AIS Manufacturer's Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Example AIS Manufacturer's Certifications

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

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1. XXXX
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Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

SECTION 000820 – PREVAILING WAGE RATES

Includes Federal and State Prevailing Wage Rates

General Decision Number: NY160007 02/05/2016 NY7

Superseded General Decision Number: NY20150007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/08/2016 |
| 1 | 01/15/2016 |
| 2 | 02/05/2016 |

ASBE0040-003 05/01/2015

SULLIVAN AND ULSTER COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems..... | \$ 32.52 | 20.55 |
| Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems)..... | \$ 32.52 | 20.55 |

ASBE0091-002 05/27/2013

DUTCHESS AND ORANGE COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| HAZARDOUS MATERIAL HANDLER | | |
| Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems..... | | |
| | \$ 24.55 | 9.95 |
| Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)..... | | |
| | \$ 35.40 | 32.19 |

BOIL0005-001 01/01/2013

| | Rates | Fringes |
|------------------|----------|-------------|
| BOILERMAKER..... | \$ 49.47 | 33%+22.87+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0005-001 06/01/2015

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER (BUILDING CONSTRUCTION) | | |
| DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES | | |
| Bricklayers, Cement Masons, Plasterers, Stone Masons..... | | |
| | \$ 39.14 | 28.90 |
| ORANGE COUNTY (Town of Tuxedo) | | |
| Bricklayers, Cement Masons, Plasterers, Stone Masons..... | | |
| | \$ 39.93 | 29.45 |
| BRICKLAYER (HEAVY CONSTRUCTION) | | |
| DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES | | |
| Bricklayers, Cement Masons, Plasterers, Stone | | |

| | | |
|---|----------|-------|
| Masons..... | \$ 39.64 | 28.90 |
| ORANGE COUNTY (Town of Tuxedo) | | |
| Bricklayers, Cement Masons, Plasterers, Stone Masons..... | | |
| | \$ 40.43 | 29.45 |
| BRICKLAYER (HIGHWAY CONSTRUCTION) | | |
| DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES | | |
| Bricklayers, Cement Masons, Plasterers, Stone Masons..... | | |
| | \$ 39.64 | 28.90 |

CARP0279-005 07/01/2014

Rates Fringes

| | | |
|--|----------|-------|
| Carpenters: | | |
| BUILDING CONSTRUCTION | | |
| Carpenters, Millwrights, Pile Drivers..... | | |
| | \$ 31.77 | 25.53 |
| HEAVY & HIGHWAY CONSTRUCTION | | |
| Carpenters, Millwrights, Pile Drivers..... | | |
| | \$ 31.77 | 25.53 |

CARP0740-002 07/01/2015

DUTCHESS AND ORANGE COUNTIES

Rates Fringes

| | | |
|-----------------|----------|-------|
| MILLWRIGHT..... | \$ 38.97 | 38.37 |
|-----------------|----------|-------|

CARP1556-005 07/01/2015

DUTCHESS AND ORANGE COUNTIES

Rates Fringes

| | | |
|------------------------------|----------|-------|
| Diver Tender..... | \$ 45.47 | 45.95 |
| Diver..... | \$ 63.82 | 45.95 |
| Dock Builder & Piledrivermen | | |
| DOCKBUILDER..... | \$ 50.50 | 45.95 |

ELEC0363-001 04/01/2015

Rates Fringes

| | | |
|---|----------|----------|
| ELECTRICIAN | | |
| DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES..... | | |
| | \$ 38.00 | 6%+23.70 |
| ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES..... | | |
| | \$ 42.00 | 6%+23.70 |

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

ELEC1249-002 05/04/2015

| | Rates | Fringes |
|--|----------|----------|
| ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS) | | |
| Flagman..... | \$ 25.39 | 7%+20.50 |
| Groundman (Digging Machine Operator)..... | \$ 38.09 | 7%+20.50 |
| Groundman (Truck Driver).... | \$ 33.86 | 7%+20.50 |
| Groundman Truck Driver (Tractor Trailer Unit)..... | \$ 35.97 | 7%+20.50 |
| Lineman and Technician..... | \$ 42.32 | 7%+20.50 |
| Mechanic..... | \$ 33.86 | 7%+20.50 |

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-004 05/04/2015

| | Rates | Fringes |
|---|----------|----------|
| ELECTRICIAN (Line Construction) | | |
| Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities : | | |
| Flagman..... | \$ 28.14 | 7%+20.50 |
| Groundman digging machine operator..... | \$ 42.21 | 7%+20.50 |

| | | |
|---|----------|----------|
| Groundman truck driver (tractor trailer unit)..... | \$ 39.87 | 7%+20.50 |
| Groundman Truck driver..... | \$ 37.52 | 7%+20.50 |
| Lineman and Technician..... | \$ 46.90 | 7%+20.50 |
| Mechanic..... | \$ 37.52 | 7%+20.50 |
| Substation: | | |
| Cable Splicer..... | \$ 51.59 | 7%+20.50 |
| Flagman..... | \$ 28.14 | 7%+20.50 |
| Ground man truck driver.... | \$ 37.52 | 7%+20.50 |
| Groundman digging machine operator..... | \$ 42.21 | 7%+20.50 |
| Groundman truck driver (tractor trailer unit)..... | \$ 39.87 | 7%+20.50 |
| Lineman & Technician..... | \$ 46.90 | 7%+20.50 |
| Mechanic..... | \$ 37.52 | 7%+20.50 |
| Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation | | |
| Cable Splicer..... | \$ 53.02 | 7%+20.50 |
| Flagman..... | \$ 28.92 | 7%+20.50 |
| Groundman Digging Machine Operator..... | \$ 43.38 | 7%+20.50 |
| Groundman Truck Driver (tractor-trailer unit)..... | \$ 40.97 | 7%+20.50 |
| Groundman Truck Driver..... | \$ 38.56 | 7%+20.50 |
| Lineman & Technician..... | \$ 48.20 | 7%+20.50 |
| Mechanic..... | \$ 38.56 | 7%+20.50 |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-005 05/04/2015

SULLIVAN COUNTY

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)

| | | |
|--|----------|----------|
| Flagman..... | \$ 24.62 | 7%+20.50 |
| Groundman (Digging Machine Operator)..... | \$ 36.94 | 7%+20.50 |
| Groundman (Truck Driver).... | \$ 32.83 | 7%+20.50 |
| Groundman Truck Driver (tractor trailer unit)..... | \$ 34.88 | 7%+20.50 |
| Lineman & Technician..... | \$ 41.04 | 7%+20.50 |
| Mechanic..... | \$ 32.83 | 7%+20.50 |

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-008 01/01/2014

| | Rates | Fringes |
|---|----------|-----------|
| ELECTRICIAN (Line Construction) | | |
| TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT | | |
| Cable splicer..... | \$ 29.12 | 3%+4.43 |
| Groundman..... | \$ 12.98 | 3%+4.43 |
| Installer Repairman-Teledata Lineman/Technician-Equipment Operator..... | \$ 27.64 | 3%+4.43 |
| Tree Trimmer..... | \$ 22.41 | 8.30+3%+a |

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0138-001 01/01/2016

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 53.72 | 29.985+a+b |

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

ENGI0106-004 07/01/2015

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| HEAVY & HIGHWAY | | |
| GROUP 1..... | \$ 38.91 | 24.40+a |
| GROUP 2..... | \$ 38.00 | 24.40+a |
| GROUP 3..... | \$ 35.43 | 24.40+a |
| GROUP 4..... | \$ 42.91 | 24.40+a |
| GROUP 5..... | \$ 41.91 | 24.40+a |
| GROUP 6..... | \$ 40.91 | 24.40+a |
| GROUP 7..... | \$ 40.52 | 24.40+a |

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: 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 Purpose Hydraulically 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, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunitite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: 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, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, 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, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), 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), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, 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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

 ENGI0106-008 07/01/2015

NORTHERN PART OF DUTCHESS (TO THE NORTHEN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP A(1)..... | \$ 39.46 | 24.10+a |
| 1..... | \$ 40.46 | 24.10+a |
| 2..... | \$ 41.46 | 24.10+a |
| GROUP A..... | \$ 39.01 | 24.10+a |

| | | |
|--------------|----------|---------|
| GROUP B..... | \$ 38.07 | 24.10+a |
| GROUP C..... | \$ 35.42 | 24.10+a |

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlyies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), 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 truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (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, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, 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, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

ENGI0137-001 03/04/2013

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| GROUP 1A..... | \$ 48.17 | 25.87+a |
| GROUP 1B..... | \$ 44.35 | 25.87+a |
| GROUP 2A..... | \$ 46.45 | 25.87+a |
| GROUP 3A..... | \$ 44.73 | 25.87+a |
| GROUP 3B..... | \$ 42.55 | 25.87+a |
| GROUP 4A..... | \$ 44.27 | 25.87+a |
| GROUP 4B..... | \$ 37.34 | 25.87+a |
| GROUP 5..... | \$ 40.31 | 25.87+a |
| GROUP 5A..... | \$ 50.57 | 25.87+a |
| GROUP 5B..... | \$ 38.21 | 25.87+a |
| GROUP 6..... | \$ 40.08 | 25.87+a |

NOTES: Hazmat: 20% above regular rate
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day
Thanksgiving Day, Christmas Day, plus Lincoln's Birthday,
Washington's Birthday, Good Friday, Columbus Day, November
Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist;
crane & hoist engineer-steel (concrete, material, super
structure sub- structure); derrick (stone-steel); elevator
& cage; hoist- single/double or triple drum; hoist-portable
mobile unit; hoist engineer-concert (crane-derrick-mine
hoist); hoist engineer- material; overhead crane; power
house plant; telephies (cableway); whirly; maintenance
engineer; Lull hilift or similar; hydraulic crane 25 ton
and over; cherry picker 25 tons and over; backhoe Oliver
88; fordson; dynahoe; dual purpose and similar machines;
Barber Green Loader-euclid loader or similar type; conway
or similar mucking macking machines; dragline; gradall;
shovel; backhoe etc. (crawler or truck); front end loaders;
hydraulic boom; jersey spreader; lift slab console;
letournequ or tounapull (scrapers over 20 yds struck);
mucking machines; pavement breaker (air ram); paver
(concrete); road boring machine; road mix machines; ross
carrier and similar machines; post hole digger; shovel
(tunnels); side boom; spreader (asphalt);
scoopmobile-tractor-shovel over 1 1/2 yds. trenching
machines vermeer concrete saw trencher and similar; tractor
type demolition equipment; winch truck (a frame); hydraulic
crane over 10 ton up to 25 ton); cherry picker over 10 ton
up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push
button buzz box; elevator; mechanic (outside) all types;

welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyer belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-007 03/04/2013

Poughkeepsie and South thereof

Rates Fringes

Power Equipment Operator

(HEAVY & HIGHWAY)

| | | |
|------------------|----------|---------|
| GROUP 1..... | \$ 53.38 | 25.87+a |
| GROUP 1-A..... | \$ 47.17 | 25.87+a |
| GROUP 1-B..... | \$ 49.65 | 25.87+a |
| GROUP 2-A..... | \$ 45.21 | 25.87+a |
| GROUP 2-B..... | \$ 46.60 | 25.87+a |
| GROUP 3..... | \$ 44.44 | 25.87+a |
| GROUP 4-A..... | \$ 40.48 | 25.87+a |
| GROUP 4-B..... | \$ 34.89 | 25.87+a |
| GROUP 5..... | \$ 46.45 | 25.87+a |
| GROUP 5-A-1..... | \$ 49.89 | 25.87+a |
| GROUP 5-A-2..... | \$ 60.34 | 25.87+a |
| GROUP 5-A-3..... | \$ 58.30 | 25.87+a |
| GROUP 5-A-4..... | \$ 54.73 | 25.87+a |
| GROUP 5-A-5..... | \$ 46.24 | 25.87+a |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
(Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; 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, materials or passengers; Front end loaders over 1 1/2 yds.; 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); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross 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 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: 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; fireman; forklift; forklift (electric); 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 and 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; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds) .50
Shoval Operators (over 4 cu yd) 1.00
Hazmat premium over regular rate 20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$300 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

ENGI0825-007 01/01/2013

ORANGE, ULSTER AND SULLIVAN COUNTIES

Table with 2 columns: Rates and Fringes. Rows include Power Equipment Operator BUILDING, HEAVY & HIGHWAY and GROUP 1, 2, 3 with corresponding rates and fringe percentages.

| | | |
|--------------|----------|-------|
| GROUP 4..... | \$ 35.89 | 27.75 |
| GROUP 5..... | \$ 34.18 | 27.75 |
| GROUP 6..... | \$ 42.84 | 27.75 |

NOTES:

| | |
|----------------------|-----|
| Hazmat Premium | 20% |
| Hydrographic Premium | .50 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "outside material lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party;

Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintence of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or

Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

ENGI0825-008 01/01/2013

ORANGE, ULSTER AND SULLIVAN COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| BUILDING CONSTRUCTION | | |
| STEEL ERECTION | | |
| GROUP 1..... | \$ 45.04 | 27.75 |
| GROUP 2..... | \$ 43.38 | 27.75 |
| GROUP 3..... | \$ 40.59 | 27.75 |
| GROUP 4..... | \$ 37.93 | 27.75 |
| GROUP 5..... | \$ 36.40 | 27.75 |
| GROUP 6..... | \$ 42.21 | 27.75 |
| GROUP 7..... | \$ 44.65 | 27.75 |
| BUILDING CONSTRUCTION TANK | | |
| ERECTION | | |
| GROUP 1..... | \$ 45.81 | 27.75 |
| GROUP 2..... | \$ 43.97 | 27.75 |
| GROUP 3..... | \$ 46.45 | 27.75 |
| GROUP 4..... | \$ 40.58 | 27.75 |
| GROUP 5..... | \$ 35.37 | 27.75 |
| OILSTATIC MAINLINES AND | | |
| TRANSPORTATION PIPE LINES | | |
| GROIUP 6..... | \$ 45.88 | 27.75 |
| GROUP 1..... | \$ 43.95 | 27.75 |
| GROUP 2..... | \$ 42.30 | 27.75 |
| GROUP 3..... | \$ 42.30 | 27.75 |
| GROUP 4..... | \$ 38.66 | 27.75 |
| GROUP 5..... | \$ 44.73 | 27.75 |
| GROUP 6..... | \$ 44.58 | 22.50+a |

NOTES:

| | |
|----------------------|-----|
| Hydrographic Premium | 50 |
| Hazmat Premium | 20% |
| Tunnel Premium | .75 |

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Mulptle (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

| | |
|-----------------------|-----|
| NOTES: Tunnel Premium | .75 |
| Hazmat Premium | 20% |
| Hydrographic Premium | .50 |

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Comgressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used

In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All "Dual Purpose" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

| | |
|----------------------|-----|
| Hydrographic Premium | .50 |
| Hazmat Premium | 20% |
| Tunnel Premium | .75 |

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: "A" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Multiple Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

IRON0417-001 07/01/2015

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 38.92 | 38.75+a |

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

* LABO0017-002 07/01/2014

| | Rates | Fringes |
|---|----------|---------|
| LABORER | | |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION) | | |
| GROUP 1..... | \$ 30.05 | 22.40 |
| GROUP 2..... | \$ 34.55 | 22.40 |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:) | | |
| GROUP 2..... | \$ 37.90 | 22.40 |
| GROUP 3..... | \$ 38.55 | 22.40 |
| ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:) | | |
| GROUP 1..... | \$ 29.65 | 22.40 |
| GROUP 2..... | \$ 34.00 | 22.40 |
| GROUP 3..... | \$ 37.90 | 22.40 |
| ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY) | | |
| GROUP 1..... | \$ 29.65 | 22.40 |
| GROUP 2..... | \$ 34.00 | 22.40 |
| GROUP 3..... | \$ 38.55 | 22.40 |
| GROUP 4..... | \$ 42.45 | 22.40 |
| TUNNEL, SHAFT & CAISSON WORK | | |
| GROUP 1..... | \$ 42.65 | 22.40 |

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator

tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pumpcrete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding; * asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk from setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand heavy duty crawler master type HCMZ

any drill using 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavnine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tigger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

LAB01000-001 06/01/2012

DUTCHESS COUNTY

Rates Fringes

Laborers:

| | | |
|-----------------------|----------|-------|
| BUILDING CONSTRUCTION | | |
| GROUP 1..... | \$ 28.60 | 22.20 |
| GROUP 2..... | \$ 29.72 | 22.20 |
| GROUP 3..... | \$ 30.95 | 22.20 |

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods,

drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LAB01000-004 05/01/2012

DUTCHESS COUNTY

| | Rates | Fringes |
|-----------------|----------|---------|
| Laborers: | | |
| HEAVY & HIGHWAY | | |
| GROUP 1..... | \$ 25.60 | 22.25+a |
| GROUP 2..... | \$ 29.36 | 22.25+a |
| GROUP 3..... | \$ 30.36 | 22.25+a |

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Gunitite and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

* PAIN0009-004 11/01/2015

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.95 | 36.82 |

PAIN0155-003 05/01/2014

| | Rates | Fringes |
|--------------------------|----------|---------|
| Painters: | | |
| Drywall Finishers..... | \$ 29.44 | 19.71 |
| Lead Abatement Work..... | \$ 29.44 | 19.71 |
| Painter/Paperhanger..... | \$ 29.44 | 19.71 |

Spray Rate.....\$ 30.44 19.71

PAIN0806-008 10/01/2015

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

Rates Fringes

PAINTER

Structural steel and Bridge.\$ 49.00 37.13

PLUM0021-005 05/01/2014

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 46.34 29.07

PLUM0373-002 05/01/2015

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

Rates Fringes

Plumber; Steamfitter.....\$ 43.07 32.97

REFRIGERATION MECHANIC.....\$ 23.04 11.88

PLUM0373-003 05/01/2015

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

Rates Fringes

Plumber; Steamfitter.....\$ 43.07 32.97

ROOF0008-002 07/01/2014

Rates Fringes

ROOFER.....\$ 40.70 25.14

SFNY0669-002 04/01/2015

Rates Fringes

SPRINKLER FITTER.....\$ 41.47 21.30

SHEE0038-001 07/01/2014

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 43.41 | 31.71 |

TEAM0445-001 05/01/2015

| | Rates | Fringes |
|----------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 30.15 | 31.43+a |
| GROUP 1A..... | \$ 31.29 | 31.43+a |
| GROUP 2..... | \$ 29.59 | 31.43+a |
| GROUP 3..... | \$ 29.59 | 31.43+a |
| GROUP 4..... | \$ 29.26 | 31.43+a |
| GROUP 5..... | \$ 29.14 | 31.43+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



Andrew M. Cuomo, Governor

Mario J. Musolino, Commissioner

Town of Poughkeepsie
John Lazarony, Senior Engr
Morris Associates
9 Elks Lane
Poughkeepsie NY 12601

Schedule Year 2015 through 2016
Date Requested 11/10/2015
PRC# 2015011430

Location Town of Poughkeepsie
Project ID# 14-014 GC,EC,HC
Project Type Arlington Wastewater Treatment Plant Upgrade

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 2015 through June 2016. 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, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Mario J. Musolino, Commissioner

Town of Poughkeepsie
John Lazarony, Senior Engr
Morris Associates
9 Elks Lane
Poughkeepsie NY 12601

Schedule Year 2015 through 2016
Date Requested 11/10/2015
PRC# 2015011430

Location Town of Poughkeepsie
Project ID# 14-014 GC,EC,HC
Project Type Arlington Wastewater Treatment Plant Upgrade

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

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

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:

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.



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_osh.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 2 & 3)*
 *** 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 | 33. | Oneida County |
| 2. | Allegany County | 34. | Onondaga County |
| 3. | Bronx County | 35. | Ontario County |
| 4. | Broome County | 36. | Orange County |
| 5. | Cattaraugus County | 37. | Orleans County |
| 6. | Cayuga County | 38. | Oswego County |
| 7. | Chautauqua County | 39. | Otsego County |
| 8. | Chemung County | 40. | Putnam County |
| 9. | Chenango County | 41. | Queens County |
| 10. | Clinton County | 42. | Rensselaer County |
| 11. | Columbia County | 43. | Richmond County (Staten Island) |
| 12. | Cortland County | 44. | Rockland County |
| 13. | Delaware County | 45. | Saint Lawrence County |
| 14. | Dutchess County | 46. | Saratoga County |
| 15. | Erie County | 47. | Schenectady County |
| 16. | Essex County | 48. | Schoharie County |
| 17. | Franklin County | 49. | Schuyler County |
| 18. | Fulton county | 50. | Seneca County |
| 19. | Genesee County | 51. | Steuben County |
| 20. | Greene County | 52. | Suffolk County |
| 21. | Hamilton County | 53. | Sullivan County |
| 22. | Herkimer County | 54. | Tioga County |
| 23. | Jefferson County | 55. | Tompkins County |
| 24. | Kings County (Brooklyn) | 56. | Ulster County |
| 25. | Lewis County | 57. | Warren county |
| 26. | Livingston County | 58. | Washington County |
| 27. | Madison County | 59. | Wayne County |
| 28. | Monroe County | 60. | Westchester County |
| 29. | Montgomery County | 61. | Wyoming County |
| 30. | Nassau County | 62. | Yates County |
| 31. | New York County (Manhattan) | | |
| 32. | Niagara 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 | <input type="checkbox"/> |
| Carpenter-Building | 276B-Cat | 15 | 5 | <input type="checkbox"/> |
| Carpenter-Building | 276-B-B-Liv | 26, 28, 35, 59 | 61 | <input type="checkbox"/> |
| Carpenter-Building | 276B-Gen | 19, 32, 37 | 61 | <input type="checkbox"/> |
| Carpenter-Floor Layers | 276B-FL-Liv | 26, 28, 35, 59 | 61 | <input type="checkbox"/> |
| Carpenter-Heavy & Highway | 276HH-All | 2, 5, 7 | | <input type="checkbox"/> |
| Carpenter-Heavy & Highway | 276HH-Erie | 15 | | <input type="checkbox"/> |
| Carpenter-Heavy & Highway | 276HH- Gen | 19, 32, 37, 61 | | <input type="checkbox"/> |
| Carpenter-Heavy & Highway | 276HH-Liv | 26, 28, 35, 59 | | <input type="checkbox"/> |
| Carpenter-Residential | 276R-All | 7 | 2, 5 | <input type="checkbox"/> |
| Carpenter - Building | 277B-Bro | 4, 54 | | <input type="checkbox"/> |
| Carpenter - Building | 277B-Cay | 6, 50, 62 | | <input type="checkbox"/> |
| Carpenter - Building | 277B-CS | 8, 12, 49, 51, 55 | 2 | <input type="checkbox"/> |
| Carpenter - Building | 277 JLS | 23, 25, 45 | | <input type="checkbox"/> |
| Carpenter - Building | 277 omh | 22, 27, 33 | | <input type="checkbox"/> |
| Carpenter - Building | 277 On | 34 | | <input type="checkbox"/> |
| Carpenter - Building | 277 Os | 38 | | <input type="checkbox"/> |
| Carpenter - Building | 277CDO Bldg | 9, 13, 39 | | <input type="checkbox"/> |
| Carpenter - Heavy & Highway | 277CDO HH | 9, 13, 39 | | <input type="checkbox"/> |
| Carpenter - Heavy & Highway | 277HH-BRO | 4, 6, 8, 12, 49, 50, 51, 54, 55, 62 | | <input type="checkbox"/> |
| Carpenter - Heavy & Highway | 277 oneida | 22, 23, 25, 27, 33, 34, 38, 45 | | <input type="checkbox"/> |
| Carpenter - Building | 291B-Alb | 1, 18, 20, 29, 42, 47, 48 | | <input type="checkbox"/> |
| Carpenter - Building | 291B-Cli | 10, 16, 17 | | <input type="checkbox"/> |
| Carpenter - Building | 291B-Ham | 21, 57, 58 | | <input type="checkbox"/> |
| Carpenter - Building | 291B-Sar | 46 | | <input type="checkbox"/> |
| Carpenter - Heavy & Highway | 291HH-Alb | 1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58 | | <input type="checkbox"/> |
| Electrician | 25m | 30, 52 | | <input type="checkbox"/> |
| Electrician-Teledata Cable Splicer | 43 | 12, 22, 27, 33, 38 | 6, 9, 34, 39, 55, 59 | <input type="checkbox"/> |

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

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 | <input type="checkbox"/> |
| Laborers- Heavy & Highway | 7-785b | 12, 55 | 49, 54 | <input type="checkbox"/> |
| Laborers Heavy & Highway | 785(7) | 4 | 9, 13, 54 | <input type="checkbox"/> |
| Laborer - Heavy & Highway | 785HH-CS | 8, 51 | 49 | <input type="checkbox"/> |
| Laborer - Building | 621b | 2, 7 | 5 | <input type="checkbox"/> |
| Laborer - Residential | 621r | 2, 7 | 5 | <input type="checkbox"/> |
| Mason-Building | 3b-Co-Z2 | 8, 49, 51 | 2 | <input type="checkbox"/> |
| Mason-Building | 3B-Z1 | 19, 26, 28, 35, 50, 59, 61, 62 | | <input type="checkbox"/> |
| Mason-Residential | 3B-Z1R | 19, 26, 28, 35, 50, 59, 61, 62 | | <input type="checkbox"/> |
| Mason-Building | 3B-Bing-Z2 | 4, 9, 13, 39, 54 | | <input type="checkbox"/> |
| Mason-Building | 3B-lth-Z2 | 12, 55 | | <input type="checkbox"/> |
| Mason-Building | 3B-Jam-Z2 | 7 | 2, 5 | <input type="checkbox"/> |
| Mason-Residential | 3B-Jam-Z2R | 2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55 | 5 | <input type="checkbox"/> |
| Mason-Building | 3B-Z3 | 15, 32 | 5 | <input type="checkbox"/> |
| Mason-Building | 3B-Z3.Orleans | 37 | | <input type="checkbox"/> |
| Mason-Residential | 3B-Z3R | 15, 32 | 5 | <input type="checkbox"/> |
| Mason-Residential | 3B-Z3R.Orleans | 37 | | <input type="checkbox"/> |
| 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 | <input type="checkbox"/> |
| Mason-Tile Finisher | 3TF-Z1 | 19, 26, 28, 35, 50, 59, 61, 62 | | <input type="checkbox"/> |
| Mason-Tile Finisher | 3TF-Z2 | 2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | <input type="checkbox"/> |
| Mason-Tile Finisher | 3TF-Z3 | 15, 32, 37 | 5 | <input type="checkbox"/> |
| Mason-Tile Finisher-Residential | 3TF-Z1R | 19, 26, 28, 35, 50, 59, 61, 62 | | <input type="checkbox"/> |
| Mason-Tile Finisher-Residential | 3TF-Z2R | 2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | <input type="checkbox"/> |
| Mason-Tile Finisher-Residential | 3TF-Z3R | 15, 32, 37 | 5 | <input type="checkbox"/> |
| Mason-Tile Setter | 3TS-Z1 | 19, 26, 28, 35, 50, 59, 61, 62 | | <input type="checkbox"/> |

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-Z1R | 19, 26, 28, 35, 50, 59, 61, 62 | | <input type="checkbox"/> |
| Mason-Tile Setter | 3TS-Z2 | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | <input type="checkbox"/> |
| Mason-Tile Setter Residential | 3TS-Z2R | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55 | 5 | <input type="checkbox"/> |
| Mason-Tile Setter | 3TS-Z3 | 15, 32, 37 | 5 | <input type="checkbox"/> |
| Mason-Tile Setter Residential | 3TS-Z3R | 15, 32, 37 | 5 | <input type="checkbox"/> |
| Mason - Building/Heavy & Highway | 780 | 3, 24, 30, 31, 41, 43, 52 | | <input type="checkbox"/> |
| Operating Engineer - Heavy & Highway | 137H/H | 40, 60 | 14 | <input type="checkbox"/> |
| Operating Engineer - Heavy & Highway | 832H | 2, 8, 26, 28, 35, 49, 51, 59, 62 | 19 | <input type="checkbox"/> |
| Painter | 150 | 28, 59, 62 | 26, 35 | <input type="checkbox"/> |
| Painter | 178 B | 4, 9, 54 | | <input type="checkbox"/> |
| Painter | 178 E | 8, 49 | 51 | <input type="checkbox"/> |
| Painter | 178 I | 12, 55 | | <input type="checkbox"/> |
| Painter | 178 O | 13, 39 | | <input type="checkbox"/> |
| Painter | 31 | 6, 22, 27, 33, 34, 50 | 25, 35, 38 | <input type="checkbox"/> |
| Painter | 38.O | | 38 | <input type="checkbox"/> |
| Painter | 38.W | 23, 45 | 25 | <input type="checkbox"/> |
| Painter | 4-Buf,Nia,Olean | 2, 15, 19, 32, 37, 61 | 5, 7, 26, 51 | <input type="checkbox"/> |
| Painter | 4-Jamestown | | 5, 7 | <input type="checkbox"/> |
| Sheetmetal Worker | 46 | 26, 28, 35, 50, 59, 62 | | <input type="checkbox"/> |
| Sheetmetal Worker | 46r | 26, 28, 35, 50, 59, 62 | | <input type="checkbox"/> |
| Teamsters-Heavy & Highway | 294h/h | 1, 11, 18, 20, 29, 42, 46, 47, 48, 58 | 57 | <input type="checkbox"/> |
| Teamsters-Heavy & Highway | 317bhh | 6, 12, 50, 51, 55, 62 | 2 | <input type="checkbox"/> |
| Teamsters-Building/Heavy & Highway | 456 | 40, 60 | | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> |

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 | 212-932-2419 | 212-775-3579 |
| Bureau of Public Work - Patchogue | 631-687-4882 | 631-687-4902 |
| Bureau of Public Work - Rochester | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

Dutchess County General Construction

Boilermaker

11/01/2015

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: 07/01/2015

Boilermaker \$ 51.56
Repairs & Renovations \$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015

Boilermaker 32% of hourly
Repairs & Renovations Wage Paid
+ \$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.

**Boilermaker 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 percentage 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) 07/01/2015
32% of Hourly
Wage Paid Plus
Amount Below

| | |
|----------|----------|
| 1st Term | \$ 19.27 |
| 2nd Term | 20.11 |
| 3rd Term | 20.95 |
| 4th Term | 21.80 |
| 5th Term | 22.65 |
| 6th Term | 23.49 |
| 7th Term | 24.33 |

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

4-5

Carpenter

11/01/2015

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2015

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

11/01/2015

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2015

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 Percentage 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

11/01/2015

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2015

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

11/01/2015

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)

07/01/2015

| | |
|--------------------------|----------|
| Carpenter | \$ 34.92 |
| Carpenter-Floor Coverer* | 34.92 |
| Dockbuilder/Piledriver | 34.92 |
| Diver Tender | 34.92 |
| 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 \$ 25.60

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 |
|---------|---------|---------|---------|
| \$17.57 | \$20.57 | \$23.58 | \$26.58 |

Supplemental Benefits per hour paid:

| | |
|-------------|----------|
| Apprentices | |
| All terms | \$ 15.45 |

11-279.2B/H&H

Electrician

11/01/2015

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: | 07/01/2015 | 04/01/2016 |
|--|------------|------------|
| Electrician Wireman/Technician | | |
| Electrical/Technician Projects under \$ 250,000.00 | \$ 38.00 | \$ 38.00 |
| Electrical/Technician Projects over \$ 250,000.00 | \$ 42.00 | \$ 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 | \$ 44.59 | \$ 44.59 |
| Electrical/Techincian Projects over \$ 250,000.00 | \$ 49.28 | \$ 49.28 |

Shift worked between 12:30am & 8:30am

| | | |
|--|----------|----------|
| Electrical/Techincian Projects under \$ 250,000.00 | \$ 49.94 | \$ 49.94 |
| Electrical/Techincian Projects over \$ 250,000.00 | \$ 55.20 | \$ 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: | 07/01/2015 | 04/01/2016 |
|------------------|-----------------------------|-----------------------------|
| Journeyman | \$ 23.82 plus 6% of wage | \$ 24.82 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% 60% 70% 75%

* Denotes average Journeyman Wireman rate of pay of all wage zones.

Supplemental Benefits per hour worked:

07/01/2015

1st term \$ 11.42 plus 6% of wage
 2nd term 12.92 plus 6% of wage
 3rd term 14.92 plus 6% of wage
 4th term 16.92 plus 6% of wage
 5th & 6th term 19.92 plus 6% of wage

11-363/2

Electrician

11/01/2015

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

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

WAGES

Per hour:

| | | |
|--------------------------------|------------|------------|
| | 07/01/2015 | 04/01/2016 |
| Electrician Wireman/Technician | \$ 42.00 | \$ 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 | \$ 49.28* | \$ 49.28* |
| Shift worked between 12:30am & 8:30am | \$ 55.20* | \$ 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:

| | | |
|------------|-----------------------------|-----------------------------|
| | 07/01/2015 | 04/01/2016 |
| Journeyman | \$ 23.82 plus 6% of wage | \$ 24.82 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:

07/01/2015

| | |
|----------------|--------------------------|
| 1st term | \$ 11.42 plus 6% of wage |
| 2nd term | \$ 12.92 plus 6% of wage |
| 3rd term | \$ 14.92 plus 6% of wage |
| 4th term | \$ 16.92 plus 6% of wage |
| 5th & 6th term | \$ 19.92 plus 6% of wage |

11-363/1

Elevator Constructor

11/01/2015

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 | 07/01/2015 | 01/01/2016 |
| | | Additional |
| Mechanic | \$ 52.51 | \$2.80 |
| 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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

| | |
|-------------------|------------|
| Per hour worked | 07/01/2015 |
| Journeyman/Helper | \$ 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

11/01/2015

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: | 07/01/2015 | 11/01/2015 | 05/01/2016 |
|-------------|------------|------------|------------------------|
| Glazier | \$ 52.20* | \$ 52.80* | +Additional \$ 1.50 |
| Scaffolding | \$ 53.20* | \$ 53.80* | +Additional \$ 1.50 |

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

Repair & Maintenance \$ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

*Additional \$.05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS

| Per hour paid: | 07/01/2015 | 11/01/2015 |
|----------------------|------------|------------|
| Journeyworker | \$ 28.04 | \$ 28.29 |
| Repair & Maintenance | 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,B2, 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:

| | 07/01/2015 | 11/01/2015 |
|----------|------------|------------|
| 1st term | \$ 17.70 | \$ 17.95 |
| 2nd term | 25.85 | 26.20 |
| 3rd term | 31.19 | 31.54 |
| 4th term | 41.71 | 42.14 |

Supplemental Benefits:
 (Per hour worked)

| | | |
|----------|----------|----------|
| 1st term | \$ 13.84 | \$ 13.99 |
| 2nd term | 19.10 | 19.26 |
| 3rd term | 20.97 | 21.13 |
| 4th term | 24.32 | 24.57 |

8-1281 (DC9 NYC)

Insulator - Heat & Frost

11/01/2015

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2015
 Insulator \$ 48.45

| | |
|------------------------------------|----------|
| Discomfort & Additional Training** | \$ 49.63 |
| Fire Stop Work* | \$ 25.44 |

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

(per hour paid)

| | |
|----------------------------------|----------|
| Journeyworker | \$ 31.40 |
| Discomfort & Additional Training | \$ 32.20 |
| Fire Stop Work: Journeyworker | \$ 16.06 |

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms.

Insulator Apprentices:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 20.84 | \$ 25.44 | \$ 34.64 | \$ 39.25 |

Discomfort & Additional Training Apprentices:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 21.28 | \$ 26.00 | \$ 35.44 | \$ 40.17 |

Supplemental Benefits paid per hour paid:

Insulator Apprentices:

| | |
|----------|----------|
| 1st term | \$ 12.98 |
| 2nd term | 16.06 |
| 3rd term | 22.20 |
| 4th term | 25.27 |

Discomfort & Additional Training Apprentices:

| | |
|----------|----------|
| 1st term | \$ 13.29 |
| 2nd term | 16.44 |
| 3rd term | 22.75 |
| 4th term | 25.90 |

Ironworker

11/01/2015

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

07/01/2015

| | |
|------------------|----------|
| Structural | \$ 45.17 |
| Reinforcing* | \$ 45.17 |
| Ornamental | \$ 45.17 |
| Chain Link Fence | \$ 45.17 |

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 \$ 33.09

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 |
| \$ 22.59 | \$ 27.10 | \$ 31.62 | \$ 36.14 |

Supplemental Benefits per hour worked:

| | |
|----------|----------|
| 1st year | \$ 28.20 |
| 2nd year | \$ 29.18 |
| 3rd year | \$ 30.15 |
| 4th year | \$ 31.13 |

11-417

Laborer - Building

11/01/2015

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)

| | | |
|---------|------------|--------------------|
| | 07/01/2015 | 06/01/2016 |
| Premium | \$ 37.20 | additional \$ 1.60 |

Shift Differential: On all Governmental 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 \$ 25.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
 Double time paid after the eighth hour on Saturday

HOLIDAY

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

Laborer - Building

11/01/2015

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

07/01/2015

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour

07/01/2015

1000 Hour terms

1st term \$ 18.60

2nd term 21.25

3rd term 23.90

4th term 27.05

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour worked

\$ 13.20

8-235

Laborer - Heavy&Highway

11/01/2015

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

07/01/2015

| | |
|-----------|----------|
| Group # 1 | \$ 27.35 |
| Group # 2 | 31.11 |
| Group # 3 | 32.11 |

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:

Journeyman \$ 25.10

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

\$ 14.15

8-235h

Laborer - Heavy&Highway

11/01/2015

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)

07/01/2015

Protective Gear Not Required (Class 2)
\$ 35.05

Protective Gear Required (Class 3)
\$ 39.15

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

\$ 24.80

SHIFT DIFFERENTIAL: \$ 27.62 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 | \$ 17.95 |
| 2nd term | 21.22 |
| 3rd term | 24.49 |
| 4th term | 27.75 |

Supplemental Benefits per hour paid:

Apprentice \$ 19.40

11-17tox HH

Laborer - Tunnel

11/01/2015

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)

| | |
|---------|------------|
| | 07/01/2015 |
| Class 1 | \$44.00 |
| Class 2 | \$46.00 |
| Class 4 | \$52.00 |

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 \$ 26.15 on straight hours

\$ 39.10 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

Labourer - Tunnel

11/01/2015

JOB DESCRIPTION Labourer - 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

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) | 07/01/2015 | 07/01/2016 | 07/01/2017 |
|------------------|------------|------------|------------|
| Class 1 | \$ 44.00 | \$ 45.50 | \$ 46.80 |
| Class 2 | \$ 46.00 | \$ 47.50 | \$ 48.85 |
| Class 4 | \$ 52.00 | \$ 53.50 | \$ 55.05 |

When mandated by the contracting agency, 2nd and 3rd shifts, and irregular shift work shall be paid at time and one half the above hourly rates. Irregular shift work shall be considered overtime.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

| | | | |
|------------------|----------|----------|----------|
| Straight time: | \$ 25.90 | \$ 26.90 | \$ 28.15 |
| Premium time: | \$ 38.85 | \$ 40.35 | \$ 42.23 |
| Shift work | | | |
| Irregular shifts | | | |
| Saturday, Sunday | | | |
| Holidays | | | |

OVERTIME PAY

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

HOLIDAY

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

* Double rate and benefits if worked

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

8-235TW

Lineman Electrician

11/01/2015

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)

| | 07/01/2015 | 05/02/2016 |
|--------------------------|------------|--------------------|
| Lineman, Technician | \$ 46.90 | Additional \$ 2.50 |
| Crane, Crawler Backhoe | 46.90 | 2.50 |
| Welder, Cable Splicer | 46.90 | 2.50 |
| Digging Machine Operator | 42.21 | 2.50 |
| Tractor Trailer Driver | 39.87 | 2.50 |
| Groundman, Truck Driver | 37.52 | 2.50 |
| Mechanic 1st Class | 37.52 | 2.50 |
| Flagman | 28.14 | 2.50 |

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 | \$ 46.90 | \$ 2.50 |
| Crane, Crawler Backhoe | 46.90 | 2.50 |
| Cable Splicer-Pipe Type Cable | 51.59 | 2.50 |
| Cert. Welder-Pipe Type Cable | 49.25 | 2.50 |
| Digging Machine Operator | 42.21 | 2.50 |
| Tractor Trailer Driver | 39.87 | 2.50 |
| Mechanic 1st Class | 37.52 | 2.50 |
| Groundman, Truck Driver | 37.52 | 2.50 |
| Flagman | 28.14 | 2.50 |

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 | \$ 48.20 | \$ 2.50 |
| Crane, Crawler Backhoe | 48.20 | 2.50 |
| Digging Machine Operator | 43.38 | 2.50 |
| Tractor Trailer Driver | 40.97 | 2.50 |
| Groundman, Truck Driver | 38.56 | 2.50 |
| Mechanic 1st Class | 38.56 | 2.50 |
| Flagman | 28.92 | 2.50 |
| Cert. Welder-Pipe Type Cable | 50.61 | 2.50 |
| Cable Splicer-Pipe Type Cable | 53.02 | 2.50 |

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 | \$ 49.41 | \$ 2.50 |
| Crane, Crawler Backhoe | 49.41 | 2.50 |
| Cable Splicer | 49.41 | 2.50 |
| Digging Machine Operator | 44.47 | 2.50 |
| Tractor Trailer Driver | 42.00 | 2.50 |
| Groundman, Truck Driver | 39.53 | 2.50 |
| Mechanic 1st Class | 39.53 | 2.50 |
| Flagman | 29.65 | 2.50 |

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

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

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

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

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

| | |
|------------|-------------------------|
| Journeyman | \$ 20.50 |
| | *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.

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the 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

11/01/2015

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.

| | 07/01/2015 | 01/01/2016 | 01/01/2017 |
|--------------------------------|------------|------------|------------|
| Cable Splicer | \$ 29.70 | \$ 30.29 | \$ 30.90 |
| Installer, Repairman | 28.19 | 28.75 | 29.33 |
| Teledata Lineman | 28.19 | 28.75 | 29.33 |
| Technician, Equipment Operator | 28.19 | 28.75 | 29.33 |
| Groundman | 14.95 | 15.25 | 15.56 |

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:

| | | | |
|------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Journeyman | \$ 4.43 *plus 3% of wage paid | \$ 4.43 *plus 3% of wage paid | \$ 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 11/01/2015

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

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, 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 assist in installing conduit, pipe, cables and equipment.

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

(Ref #14.01.02)

| | | |
|-------------------------|------------|------------|
| Per hour: | 07/01/2015 | 05/02/2016 |
| | | Additional |
| Lineman, Technician | \$ 42.32 | \$ 2.00 |
| Crane, Crawler Backhoe | 42.32 | 2.00 |
| Certified Welder | 44.44 | 2.00 |
| Digging Machine | 38.09 | 2.00 |
| Tractor Trailer Driver | 35.97 | 2.00 |
| Groundman, Truck Driver | 33.86 | 2.00 |
| Mechanic 1st Class | 33.86 | 2.00 |
| Flagman | 25.39 | 2.00 |

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.

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

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

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

Journeyman \$ 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.

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.

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

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
|----------|----------|----------|----------|----------|----------|----------|
| \$ 25.39 | \$ 27.51 | \$ 29.62 | \$ 31.74 | \$ 33.86 | \$ 35.97 | \$ 38.09 |

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

11/01/2015

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.

07/01/2015

| | |
|--------------------|----------|
| Tree Trimmer | \$ 22.80 |
| Equipment Operator | 20.11 |
| Equipment Mechanic | 20.11 |
| Truck Driver | 17.00 |
| Groundman | 13.94 |
| Flag person | 9.93 |

SUPPLEMENTAL BENEFITS

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

Journeyman \$ 9.14
*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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
 All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

11/01/2015

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: | 07/01/2015 | 01/01/2016 |
| Marble Cutters & Setters | \$ 56.53 | \$ 56.89 |

SUPPLEMENTAL BENEFITS

Per Hour:

| | | |
|---------------|----------|----------|
| Journeyworker | \$ 31.17 | \$ 32.06 |
|---------------|----------|----------|

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 |
| \$22.61 | \$25.44 | \$28.27 | \$31.09 | \$33.92 | \$36.74 | \$39.57 | \$42.40 | \$48.05 | \$53.70 |

Supplemental Benefits per hour paid at the following term:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$22.87 | \$23.55 | \$24.26 | \$24.95 | \$25.63 | \$26.32 | \$27.03 | \$27.72 | \$29.09 | \$30.48 |

9-7/4

Mason - Building

11/01/2015

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

| | | | |
|-----------------------------------|------------|-----------------------|-----------------------|
| Per hour: | 07/01/2015 | 12/07/2015 | 06/06/2016 |
| Building | | | |
| Tile, Marble, & Terrazzo Finisher | \$40.42 | An Additional \$ 0.70 | An Additional \$ 0.70 |

SUPPLEMENTAL BENEFITS

Journeyman: 07/01/2015

Per Hour. \$ 17.50*
 plus \$ 6.84

* 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 **11/01/2015**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

| | | | |
|-------------------------|------------|---------------|---------------|
| Per hour: | 07/01/2015 | 12/07/2015 | 06/06/2016 |
| Building: | | | |
| Tile, Marble,& Terrazzo | | An Additional | An Additional |
| Mechanic/Setter | \$ 47.01 | \$ 0.95 | \$ 0.95 |

SUPPLEMENTAL BENEFITS

| | |
|-------------|--------------------------|
| Per Hour: | |
| Journeyman: | \$ 22.10* plus \$6.95 |

* 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 |
| \$22.71 | \$26.43 | \$29.33 | \$32.29 | \$34.97 | \$37.69 | \$38.13 | \$40.47 | \$43.18 | \$44.81 |

Supplemental Benefits (per Hour):

| | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$14.10* | \$14.10* | \$14.60* | \$15.35* | \$16.10* | \$17.10* | \$16.10* | \$17.10* | \$18.10* | \$19.60* |
| +\$.66 | +\$.70 | +\$1.04 | +\$1.08 | +\$1.40 | +\$1.43 | +\$5.73 | +\$6.09 | +\$6.13 | +\$6.75 |

*This portion of the benefits subject to the same premium as overtime wages.

9-7/52B

Mason - Building **11/01/2015**

JOB DESCRIPTION Mason - Building **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
 Orange: Entire county except the Township of Tuxedo.

WAGES

| | | |
|-----------------------|------------|------------|
| Per hour: | 07/01/2015 | 06/01/2016 |
| Bricklayer | \$ 39.14 | \$ 39.89 |
| Cement Mason Bldg* | 39.14 | 39.89 |
| Plasterer/Stone Mason | 39.14 | 39.89 |
| Pointer/Caulker | 39.14 | 39.89 |

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 \$ 30.36 \$ 31.56

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 **11/01/2015**

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:

07/01/2015 06/01/2016

| | | |
|--------------------|----------|----------|
| Bricklayer | \$ 39.64 | \$ 40.39 |
| Cement Mason* | 39.64 | \$ 40.39 |
| Marble/Stone Mason | 39.64 | \$ 40.39 |
| Plasterer | 39.64 | \$ 40.39 |
| Pointer/Caulker | 39.64 | \$ 40.39 |

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 \$ 30.36 \$ 31.56

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

11/01/2015

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 sources), 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)

| | 07/01/2015 | 03/07/2016 | 03/06/2017 |
|----------------------------|------------|------------|------------|
| GROUP I | | | |
| Cranes- up to 49 tons | \$ 58.32 | \$ 59.76 | \$ 61.65 |
| Cranes- 50 tons to 99 tons | 60.37 | 61.86 | 63.81 |
| Cranes- 100 tons and over | 69.01 | 70.71 | 72.94 |
| GROUP I-A | 50.98 | 52.23 | 53.90 |
| GROUP I-B | 46.93 | 48.09 | 49.63 |
| GROUP II | 49.16 | 50.37 | 51.98 |
| GROUP III-A | 47.34 | 48.50 | 50.06 |
| GROUP III-B | 45.03 | 46.14 | 47.62 |
| GROUP IV-A | 46.85 | 48.01 | 49.55 |
| GROUP IV-B | 39.52 | 40.49 | 41.80 |
| GROUP V | 42.66 | 43.70 | 45.12 |
| GROUP VI-A | 50.04 | 51.27 | 52.91 |
| GROUP VI-B | | | |
| Utility Man | 40.44 | 41.43 | 42.78 |
| Warehouse Man | 42.42 | 43.46 | 44.87 |

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:

| | 07/01/2015 | 03/07/2016 | 03/06/2017 |
|---------------|-----------------|-----------------|-----------------|
| Journeyworker | \$ 19.14 | \$ 19.75 | \$ 20.50 |
| | Per hour paid | Per hour paid | Per hour paid |
| | +\$8.02 | +\$8.02 | +\$8.02 |
| | Per hour worked | Per hour worked | 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

11/01/2015

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) | 07/01/2015 | 07/01/2016 An Additional |
|--|------------|-----------------------------|
| Building Construction: | | |
| Party Chief | \$ 66.52 | \$ 2.64 |
| Instrument Man | \$ 52.95 | \$ 2.25 |
| Rodman | \$ 36.24 | \$ 1.78 |
| Steel Erection: | | |
| Party Chief | \$ 67.76 | \$ 2.52 |
| Instrument Man | \$ 54.07 | \$ 2.16 |
| Rodman | \$ 38.11 | \$ 1.73 |
| Heavy Construction-NYC counties only: (Foundation, Excavation.) | | |
| Party Chief | \$ 72.18 | \$ 2.80 |
| Instrument man | \$ 54.57 | \$ 2.30 |
| Rodman | \$ 46.74 | \$ 2.08 |

SUPPLEMENTAL BENEFITS

| Per Hour: | 07/01/2015 |
|------------------------------|------------------|
| Steel Erection Only | \$ 19.80* + 6.65 |
| All Other Classifications | \$ 20.05* + 6.65 |

* This portion subject to same premium as wages

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

11/01/2015

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, vacuum machine (mounted or towed).

CLASS C:

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

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

| WAGES per hour | 07/01/2015 | 07/01/2016 | 07/01/2017 |
|----------------|------------|------------|------------|
| Class # A1 | \$ 39.46 | \$41.08 | \$42.66 |
| Class # A | 39.01 | 40.61 | 42.18 |
| Class # B | 38.07 | 39.65 | 41.18 |
| Class # C | 35.42 | 36.92 | 38.37 |

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 | \$ 24.17 | \$ 24.47 | \$ 24.87 |
|------------|----------|----------|----------|

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

| | 07/01/2015 | 07/01/2016 | 07/01/2017 |
|-----------|------------|------------|------------|
| All terms | \$ 19.60 | \$ 19.90 | \$ 20.30 |

1-158 Alb

Operating Engineer - Heavy&Highway

11/01/2015

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
 Categories cover GPS & Underground Surveying

| | | |
|----------------|------------|--------------------------|
| Per Hour: | 07/01/2015 | 07/01/2016 |
| Party Chief | \$ 69.72 | An Additional \$ 2.73 |
| Instrument Man | 52.61 | 2.24 |
| Rodman | 44.96 | 2.10 |

SUPPLEMENTAL BENEFITS

| | |
|----------------------------------|------------|
| Per Hour: | 07/01/2015 |
| All Categories Straight Time: | \$ 26.70 |
| Premium: Time & 1/2 | \$ 36.73 |
| Double Time | \$ 46.75 |

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

11/01/2015

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-Similar, 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)

| | 07/01/2015 | 03/07/2016 |
|--|------------|------------|
| Group I | \$ 55.61 | \$ 57.28 |
| Group I-A | 49.12 | 50.62 |
| Group I-B | 51.71 | 53.28 |
| Group II-A | 47.07 | 48.51 |
| Group II-B | 48.52 | 50.00 |
| Group III | 46.26 | 47.68 |
| Group IV-A | 42.12 | 43.42 |
| Group IV-B | 36.28 | 37.42 |
| Group V-A | | |
| Engineer All Tower,Climbing and Cranes of 100 Tons | 62.88 | 64.76 |
| Hoist Engineer(Steel) | 57.02 | 58.74 |
| Engineer(Pile Driver) | 60.75 | 62.57 |
| Jersey Spreader,Pavement Breaker. (Air Ram)Post Hole Digger | 48.14 | 49.62 |

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

(per hour)

| Journeyman: | 07/01/2015 | 03/07/2016 |
|-------------|--|--|
| | \$18.18 on all hours paid | \$18.75 all hours paid |
| | PLUS \$8.00 for first 40 hours worked | PLUS \$8.00 for first 40 hours worked |
| | PLUS \$1.00 on all 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 HOLIDAY 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.

| | 07/01/2015 | 03/07/2016 |
|----------|------------|------------|
| 1st term | \$ 23.10 | \$ 23.81 |
| 2nd term | 27.73 | 28.58 |
| 3rd term | 32.36 | 33.36 |
| 4th term | 36.99 | 38.13 |

Supplemental Benefits per hour:

| Apprentices: | 07/01/2015 | 03/07/2016 |
|--------------|---|---|
| | \$ 18.14 on all hours paid PLUS \$1.00 on all hours worked | \$ 18.75 on all hours paid PLUS \$1.00 on all hours worked |

8-137HH

Operating Engineer - Heavy&Highway

11/01/2015

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, 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.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, 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:

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], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, 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, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), 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, Revinus 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

| | 07/01/2015 | 07/01/2016 | 07/01/2017 |
|-----------------|------------|------------|------------|
| Master Mechanic | \$ 40.52 | \$ 42.07 | \$ 43.79 |
| Class A* | 38.91 | 40.46 | 42.18 |
| Class B | 38.00 | 39.55 | 41.27 |
| Class C | 35.43 | 36.98 | 38.70 |

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 | \$ 24.45 | \$ 24.80 | \$ 25.20 |
|------------|----------|----------|----------|

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

| | 07/01/2015 | 07/01/2016 | 07/01/2017 |
|-----------|------------|------------|------------|
| All Terms | \$ 19.85 | \$ 20.20 | \$ 20.60 |

1-158H/H Alb

Operating Engineer - Heavy&Highway - Tunnel

11/01/2015

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)

| | 07/01/2015 | 03/07/2016 |
|----------------------|------------|------------|
| GROUP I | \$ 55.61 | \$ 57.28 |
| GROUP I-A | 49.12 | 50.62 |
| GROUP I-B | 51.71 | 53.28 |
| GROUP II-A | 47.07 | 48.51 |
| GROUP II-B | 48.52 | 50.00 |
| GROUP III | 46.26 | 47.73 |
| GROUP IV-A | 42.12 | 43.42 |
| GROUP IV-B | 36.28 | 37.42 |
| GROUP V-A | | |
| Engineer-Cranes | 62.88 | 64.76 |
| Engineer-Pile Driver | 60.75 | 62.57 |
| Hoist Engineer | 57.02 | 58.74 |
| Jersey Spreader | 48.14 | 49.62 |
| Pavement Breaker | 48.14 | 49.62 |
| Post Hole Digger | 48.14 | 49.62 |

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:

07/01/2015

03/07/2016

| | |
|--|--|
| \$ 18.14 on all hours paid PLUS \$8.00 limited to first 40 hours worked PLUS \$1.00 for all hours worked | \$ 18.75 on all hours paid PLUS \$8.00 limited to first 40 hours worked PLUS \$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.

| | 07/01/2015 | 03/07/2016 |
|----------|------------|------------|
| 1st year | \$ 23.10 | \$ 23.81 |
| 2nd year | 27.73 | 28.58 |
| 3rd year | 32.36 | 33.36 |
| 4th year | 36.99 | 38.13 |

Supplemental Benefits per hour:

| | |
|---|---|
| \$ 18.14 for all hours paid +\$1.00 for all hours worked | \$ 18.75 for all hours paid +\$1.00 for all hours worked |
|---|---|

8-137Tun

Operating Engineer - Marine Construction

11/01/2015

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 | 07/01/2015 |
| CLASS A | |
| Operator, Leverman, Lead Dredgeman | \$ 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 | \$ 30.81 |

Certified Welder,
Boat Operator(licensed) \$ 29.01

CLASS C
Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer,
\$ 28.22

Welder (please add)\$ 0.06

Boat Operator \$ 27.30

CLASS D
Shoreman, Deckhand,
Rodman, Scowman, Cook,
Messman, Porter/Janitor \$ 22.68

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2015
\$ 9.99 plus 8%
of straight time
wage, Overtime hours
add \$ 0.63

All Class C \$ 9.69 plus 8%
of straight time
wage, Overtime hours
add \$ 0.48

All Class D \$ 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

11/01/2015

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.

07/01/2015

| | |
|-------------------|----------|
| Party Chief | \$ 36.53 |
| Instrument Person | 33.46 |
| Rod Person | 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 | \$ 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:

07/01/2015

| | |
|---------------|----------|
| 0-1000 Hrs | \$ 14.68 |
| 1001-2000 Hrs | 17.12 |
| 2001-3000 Hrs | 19.57 |

SUPPLEMENTAL BENEFITS per hour worked:

| | |
|-----------|----------|
| All Terms | \$ 23.75 |
|-----------|----------|

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

11/01/2015

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.

07/01/2015

| | |
|-------------------|----------|
| Party Chief | \$ 36.53 |
| Instrument Person | 33.46 |
| Rod Person | 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 | \$ 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

12-158-545 DCE

Operating Engineer - Survey Crew - Consulting Engineer

11/01/2015

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

| Per hour: | 07/01/2015 | 07/01/2016 |
|------------------------|------------|---------------|
| Survey Classifications | | An Additional |
| Party Chief | \$ 37.04 | \$ 2.24 |
| Instrument Man | 30.59 | 1.98 |
| Rodman | 26.52 | 1.82 |

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 19.10

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

11/01/2015

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

Genesee: Only that portion of the county that lies east of a 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.; Gunit 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: | 07/01/2015 |
| Crane 1 | \$ 44.56 |
| Crane 2 | 43.56 |
| Crane 3 | 42.56 |
| Master Mechanic | 42.75 |
| CLASS A | 40.56 |
| CLASS B | 39.34 |
| CLASS C | 36.55 |
| CLASS D | 33.54 |

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 \$ 25.60

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 B |
| 2nd term | 65% of Class B |
| 3rd term | 70% of Class B |
| 4th term | 75% of Class B |

Supplemental Benefits per hour paid:
 \$ 25.60

7-158-832TL.

Painter **11/01/2015**

JOB DESCRIPTION Painter
ENTIRE COUNTIES

DISTRICT 1

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

| | 07/01/2015 | 05/01/2016 Additional | 05/01/2017 Additional |
|---------------------|------------|--------------------------|--------------------------|
| Brush/Paper Hanger | \$ 30.44 | \$1.65 | \$1.65 |
| Dry Wall Finisher | 30.44 | | |
| Lead Abatement | 30.44 | | |
| Sandblaster-Painter | 30.44 | | |
| Spray Rate | 31.44 | | |

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 \$ 20.49

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 | \$ 9.39 |
| All others | 20.49 |

1-155

Painter - Bridge & Structural Steel

11/01/2015

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: | 07/01/2015 | 10/01/2015 |
|--------------------------------|---------------------|---------------------|
| From May 1st to Nov. 15th - | \$ 48.00 + 5.63* | \$ 49.00 + 6.13* |
| From Nov. 16th to April 30th - | \$ 48.00 + 5.63* | \$ 49.00 + 6.13* |

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$48.00 or \$49.00 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: | 07/01/2015 | 10/01/2015 |
| From May 1st to Nov. 15th - | | |
| Hourly Rate up to 40 hours | \$ 28.95 | \$ 29.95 |
| Hourly Rate after 40 hours | 7.50 | 7.50 |
| From Nov. 16th to April 30th - | | |
| Hourly Rate up to 50 hours | 28.95 | 29.70 |
| 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 | | |
| | 07/01/2015 | 10/01/2015 |
| 1st 90 days | \$ 21.45 | \$ 22.05 |
| 1st year after 90 days | 21.45 | 22.05 |
| 2nd year | 32.18 | 33.08 |
| 3rd year | 42.90 | 44.10 |

| | | |
|--|------------|------------|
| Supplemental Benefits per hour worked: | | |
| | 07/01/2015 | 10/01/2015 |
| 1st 90 days | \$ 8.83 | \$ 9.23 |
| 1st year after 90 days | 11.58 | 11.98 |
| 2nd year | 17.37 | 17.97 |
| 3rd year | 23.16 | 23.96 |

8-DC-9/806/155-BrSS

Painter - Line Striping

11/01/2015

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): | 07/01/2015 |
| 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: | 07/01/2015 |
| Journeyworker: | |
| Striping-Machine operator | \$ 14.18 |

Linerman Thermoplastic \$ 14.55

OVERTIME PAY

See (B, E, E2, F, 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

11/01/2015

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

| | 07/01/2015 | 06/01/2016 | 06/01/2017 |
|-------------------|------------|------------|------------|
| Metal Polisher | \$ 28.07 | \$ 28.88 | \$ 29.73 |
| Metal Polisher** | 29.02 | 29.83 | 30.68 |
| Metal Polisher*** | 31.57 | 32.38 | 33.23 |

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

| Per Hour: | 07/01/2015 | 06/01/2016 | 06/01/2017 |
|--------------------|------------|------------|------------|
| Journeyworker: | | | |
| All classification | \$ 9.12 | \$ 9.26 | \$ 9.41 |

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:

| | 07/01/2015 | 06/01/2016 |
|----------|------------|------------|
| 1st year | \$ 11.75 | \$ 11.75 |
| 2nd year | 13.00 | 13.00 |
| 3rd year | 15.75 | 15.75 |

Supplemental benefits:

Per hour paid:

| | 07/01/2015 | 06/01/2016 |
|----------|------------|------------|
| 1st year | \$ 6.26 | \$6.26 |
| 2nd year | 6.37 | 6.37 |
| 3rd year | 6.51 | 6.51 |

8-8A/28A-MP

Plumber

11/01/2015

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Walkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

(per hour)

07/01/2015

Plumber &
Steamfitter

\$ 47.84

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:

\$ 27.34 per hour paid
+ 2.73 per hour worked**

**Not Subject to Overtime

OVERTIME PAY

See (B, *E, E2, 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 | \$ 18.10 |
| 2nd year | 25.16 |
| 3rd year | 29.21 |
| 4th year | 35.16 |
| 5th year | 40.60 |

Supplemental Benefits per hour:

Apprentices

| | |
|----------|--|
| 1st year | \$ 11.84 per hour paid + 1.16 per hour worked |
| 2nd year | 15.09 per hour paid + 1.30 per hour worked |
| 3rd year | 17.42 per hour paid + 1.60 per hour worked |
| 4th year | 19.45 per hour paid + 2.36 per hour worked |
| 5th year | 21.45 per hour paid + 2.36 per hour worked |

8-21.2-SF

Plumber - HVAC / Service

11/01/2015

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:

07/01/2015

HVAC Service

\$ 39.70

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2015

Journeyworker HVAC Service

\$ 18.09 per hour paid
 + 1.10 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. |
|------------|----------|----------|----------|----------|---------|
| 07/01/2015 | \$ 18.59 | \$ 21.71 | \$ 27.13 | \$ 33.19 | \$35.69 |

Supplemental Benefits per hour worked:

| | |
|-------------|--|
| Apprentices | 07/01/2015 |
| 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 |

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

11/01/2015

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Ulster, Westchester

WAGES

Per hour:

07/01/2015

Journeyworker: \$ 41.15

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:

Journeyworker \$ 22.11 per hour paid
+ 2.73 per hour worked**

**Not subject to overtime

OVERTIME PAY

See (B, *E, E2, 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, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wages.

| | |
|----------|----------|
| 1st year | \$ 18.06 |
| 2nd year | 20.00 |
| 3rd year | 21.48 |
| 4th year | 30.26 |
| 5th year | 31.90 |

Supplemental Benefits per hour:

Apprentices

1st year \$ 7.07 per hour paid
+ 0.50 per hour worked

2nd year 8.13 per hour paid
+ 0.93 per hour worked

3rd year 11.43 per hour paid
+ 1.05 per hour worked

4th year 15.15 per hour paid
+ 1.46 per hour worked

5th year 16.26 per hour paid
+ 1.90 per hour worked

8-21.3-J&A

Roofer

11/01/2015

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2015

Roofer/Waterproofer \$ 42.20

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Journeyworker \$ 28.93

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 35% | 2nd 50% | 3rd 60% | 4th 75% |
|------------|------------|------------|------------|

Supplements per hour paid at the following rates:

| | | | |
|----------------|-----------------|-----------------|-----------------|
| 1st \$ 2.70 | 2nd \$ 14.76 | 3rd \$ 17.59 | 4th \$ 21.85 |
|----------------|-----------------|-----------------|-----------------|

9-8R

Sheetmetal Worker

11/01/2015

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

| | |
|-------------------|------------------------|
| SheetMetal Worker | 07/01/2015 \$ 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 | \$ 36.27 |
|---------------|----------|

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, 8, 15, 16, 23) on HOLIDAY PAGE |

REGISTERED APPRENTICES

| | | | | | | | |
|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 1st \$16.07 | 2nd \$18.07 | 3rd \$ 20.09 | 4th \$ 22.09 | 5th \$ 24.09 | 6th \$ 26.11 | 7th \$ 28.59 | 8th \$ 31.07 |
|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|

Supplemental Benefits per hour:

| | |
|-------------|----------|
| Apprentices | |
| 1st term | \$ 15.80 |
| 2nd term | 17.79 |
| 3rd term | 19.75 |
| 4th term | 21.73 |
| 5th term | 23.72 |
| 6th term | 25.68 |
| 7th term | 27.19 |
| 8th term | 28.69 |

8-38

Sprinkler Fitter

11/01/2015

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

| | |
|------------------|------------------------|
| Per hour | 07/01/2015 \$ 41.47 |
| Sprinkler Fitter | |

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|----------|
| Journeyman | \$ 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 percentage of journeyman's wage.

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| 50% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

| | | | | | | | | | |
|---------|---------|----------|----------|---------|---------|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 8.15 | \$ 8.15 | \$ 15.12 | \$ 15.12 | \$21.30 | \$21.30 | \$21.30 | \$21.30 | \$21.30 | \$21.30 |

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

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

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

| | | | | | | | | | |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 8.68 | \$ 8.74 | \$ 15.52 | \$ 15.58 | \$ 16.04 | \$ 16.20 | \$ 16.26 | \$ 16.31 | \$ 16.37 | \$ 16.43 |

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

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

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

| | | | | | | | | | |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 7.90 | \$ 7.90 | \$ 15.12 | \$ 15.12 | \$ 15.37 | \$ 15.37 | \$ 15.37 | \$ 15.37 | \$ 15.37 | \$ 15.37 |

1-669.2

Teamster - Building / Heavy&Highway **11/01/2015**

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) | 07/01/2015 | 05/01/2016 |
|-------------------|------------|------------|
| GROUP 1 | \$ 30.15 | \$ 30.75 |
| GROUP 1A | 31.29 | \$ 31.89 |
| GROUP 2 | 29.59 | \$ 30.19 |
| GROUP 3 | 29.37 | \$ 29.97 |
| GROUP 4 | 29.26 | \$ 29.86 |
| GROUP 5 | 29.14 | \$ 29.74 |
| GROUP 6 | 29.14 | \$ 29.74 |

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 paid when 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 | \$ 31.43 | \$ 32.68 |
| Over 40 hours | \$ 25.50 | \$ 26.50 |

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

11/01/2015

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2015

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, 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.

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



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>

NYS DOL Bureau of Public Work Debarment List 11/04/2015

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 | DOL | ****0996 | A-1 CONSTRUCTION & RENOVATION INC | | 1973 81ST ST - SUITE A-5 BROOKLYN NY 11214 | 01/08/2015 | 01/08/2020 |
| 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 | NYC | | ABDUL KARIM | | C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385 | 05/15/2015 | 05/15/2020 |
| 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 | ****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 | ****6367 | ADVANCED METALS | | 387 RIVERSIDE DRIVE JOHNSON CITY NY 13790 | 10/01/2012 | 10/01/2017 |
| DOL | DOL | ****1687 | ADVANCED SAFETY SPRINKLER INC | | 261 MILL ROAD P O BOX 296EAST AURORA NY 14052 | 07/29/2015 | 07/29/2020 |
| DOL | DOL | ****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 | 03/19/2020 |
| 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 | NYC | | ANISUL ISLAM | | C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230 | 09/02/2015 | 09/02/2020 |
| DOL | DOL | ****7004 | ANNEX CONTRACTING LTD | | 3005 WYNSUM AVENUE MERRICK NY 11566 | 08/18/2014 | 08/18/2019 |
| DOL | DOL | ****7004 | ANNEX GENERAL CONTRACTING INC | | 3005 WYNSUM AVENUE MERRICK NY 11566 | 08/18/2014 | 08/18/2019 |
| DOL | DA | | ANTHONY CARDINALE | | 58-48 59TH STREET MASPETH NY 11378 | 05/16/2012 | 05/08/2020 |
| DOL | DOL | | ANTHONY J MINGARELLI JR | | C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218 | 07/08/2015 | 07/08/2020 |

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|-----|-----|----------|--------------------------------------|--------------------|--|------------|------------|
| DOL | DOL | ****3020 | APCO CONTRACTING CORP | | 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050 | 09/24/2012 | 09/02/2020 |
| 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 | NYC | ****9232 | ARKAY CONSTRUCTION INC | | 102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109 | 07/15/2015 | 07/15/2020 |
| DOL | DOL | ****3953 | ASCAPE LANDSCAPE & CONSTRUCTION CORP | | 634 ROUTE 303 BLAUVELT NY 10913 | 07/26/2012 | 11/19/2018 |
| DOL | NYC | ****4779 | ASTORIA GENERAL CONTRACTING CORP | | 35-34 31ST STREET LONG ISLAND CITY NY 11106 | 09/02/2015 | 09/02/2020 |
| DOL | NYC | | AUDLEY O'BRIEN | | 1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804 | 04/07/2015 | 04/07/2020 |
| DOL | DOL | | AVIS R HILL | | 3510 HICKORY WALK LANE ELLENWOOD GA 32094 | 01/22/2015 | 01/22/2020 |
| DOL | DOL | ****2534 | B & B CONCRETE CONTRACTORS INC | | 55 OLD TURNPIKE ROAD SUITE 612 NANUET NY 10954 | 02/04/2011 | 02/04/2016 |
| DOL | DOL | | BARBARA CASSIDY | | 7 BLENIS PLACE VALHALLA NY 10595 | 04/02/2015 | 04/02/2020 |
| DOL | DOL | ****2294 | BEDELL CONTRACTING CORP | | 2 TINA LANE HOPEWELL JUNCTION NY 12533 | 01/06/2012 | 01/06/2017 |
| 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 | ****6555 | BROOKLYN WELDING CORP | | 1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804 | 04/07/2015 | 04/07/2020 |
| 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 KISCO 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 | 04/02/2020 |
| 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 | ****6745 | CATSKILL FENCE INSTALLATIONS INC | | 5445 ROUTE 32 CATSKILL NY 12414 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****8530 | CAZ CONTRACTING CORP | | 37-11 35TH AVENUE LONG ISLAND CITY NY 11101 | 08/26/2013 | 08/26/2018 |
| DOL | DOL | ****5556 | CERTIFIED INSTALLERS INC | | 113 N MAPLE AVENUE GREENSBURG PA 15601 | 02/21/2013 | 02/21/2018 |

NYS DOL Bureau of Public Work Debarment List 11/04/2015

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|-----|-----|----------|---|--|---|------------|------------|
| DOL | NYC | | CHARLES CASSIDY JR | | 14 RAILROAD AVENUE VALHALLA NY 10595 | 05/15/2014 | 04/02/2020 |
| DOL | DOL | | CHARLES OKRASKI | | 67 WARD ROAD SALT POINT NY 12578 | 01/21/2011 | 01/21/2016 |
| 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 | ****3360 | CITY LIMITS GROUP INC | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |
| 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 | NYC | ****4468 | CRAFT CONTRACTING GROUP INC | | 3256 BRUNER AVENUE BRONX NY 10469 | 07/29/2014 | 07/29/2019 |
| DOL | NYC | ****8507 | CRAFT FENCE INC | | 3256 BRUNER AVENUE BRONX NY 10469 | 07/29/2014 | 07/29/2019 |
| DOL | DOL | ****0810 | D & G PAINTING & DECORATING INC | | 53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549 | 04/19/2012 | 04/19/2017 |
| DOL | DOL | | DARYL T RIEKS | | C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021 | 05/01/2015 | 05/01/2020 |
| DOL | NYC | | DAWN AVILA AKA DAWN BECHTOLD | | 1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001 | 06/24/2014 | 06/24/2019 |
| DOL | NYC | | DAWN BECHTOLD AKA DAWN AVILA | | 1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL 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 | ****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 | NYC | | DIMITRIOS KOUTSOUKOS | | C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106 | 09/02/2015 | 09/02/2020 |
| DOL | DOL | | DORIS SKODA | | C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050 | 09/24/2012 | 09/02/2020 |

NYS DOL Bureau of Public Work Debarment List 11/04/2015

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|-----|-----|----------|---|---|--|------------|------------|
| 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 | DOL | | EARL GALBREATH | | 640 ASHFORD AVENUE ARDSLEY NY 10502 | 08/27/2013 | 08/27/2018 |
| DOL | DOL | | EARL L WILSON | WILSON BROTHER DRYWALL CONTRACTOR S | 36 ABERSOLD STREET ROCHESTER NY 14621 | 08/31/2015 | 08/31/2020 |
| DOL | DOL | ****1496 | EAST COAST DRYWALL INC | | 1238 PRESIDENT STREET BROOKLYN NY 11225 | 11/18/2013 | 11/18/2018 |
| DOL | DOL | ****8011 | EOCA 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 | | ERIKA BARNETT | | 253 BEACH BREEZE LANE UNIT BARVERNE NY 11692 | 02/05/2013 | 02/05/2018 |
| DOL | DOL | | ESTEVEES & FRAGA CONSTRUCTION CO INC | | 986 MADISON AVENUE PATERSON NJ 07501 | 01/03/2013 | 01/03/2018 |
| DOL | DOL | | ESTEVEES & 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 | 06/23/2019 |
| 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 | 06/23/2019 |

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| DOL | DOL | | FRANCES KALAFATIS | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |
| DOL | DOL | | FRANCES KALAFATIS-MICELI | | 2279 HOLLERS AVENUE BRONX NY 10475 | 01/07/2014 | 06/23/2019 |
| 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 | | 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 | | 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 FL NEW 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 TIBBETS 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 | | GEORGE DI BERNARDO | | C/O DI BERNARDO TILE 15 WALKER WAY ALBANY 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 | | 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 ROAD ROCHESTER 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 | | GREGORY A FUCCI | | C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | | GREGORY FUCCI JR | | C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS 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 | *****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 ROAD MONTGOMERY NY 12549 | 04/19/2012 | 04/19/2017 |
| DOL | NYC | *****0346 | H N H CONTRACTORS CORP | | 4558 BROADWAY # 6 NEW YORK NY 10040 | 08/04/2014 | 08/04/2019 |
| 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 | NYC | | HAMEEDUL HASAN | | 240 HOME STREET TEANECK NJ 07666 | 08/04/2014 | 08/04/2019 |

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| 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 | ****6370 | HILLIANO CONSTRUCTION & ELECTRICAL INC | | 354 MAGNOLIA STREET ROCHESTER NY 14611 | 01/22/2015 | 01/22/2020 |
| DOL | DOL | ****8426 | IMPERIAL MASONRY RESTORATION INC | | 141 ARGONNE DRIVE KENMORE NY 14217 | 10/03/2012 | 10/03/2017 |
| 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 | ****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 | ****4910 | J V MAGIC TOUCH CORPORATION | | 94-25 57TH AVENUE, APT 5G ELMHURST NY 11373 | 01/12/2015 | 01/12/2020 |
| 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 | 07/08/2020 |
| 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 | NYC | | JEFFREY CASSIDY | | 14 RAILROAD AVENUE VALHALLA NY 10595 | 05/15/2014 | 04/02/2020 |
| DOL | DOL | | JERALD HOWE | | C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986 | 10/16/2013 | 10/16/2018 |
| DOL | DOL | | JEROME LACITIGNOLA | | C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414 | 08/22/2014 | 08/22/2019 |
| DOL | NYC | | JERRY DEWATERS | | 30 COLUMBUS CIRCLE EASTCHESTER NY 10709 | 08/21/2012 | 08/21/2017 |
| 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 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 | ****1749 | JOHN LEE QUALITY PAVING | | 67 WILER ROAD HILTON NY 14468 | 01/28/2013 | 01/28/2018 |
| DOL | DOL | | JON E DEYOUNG | | 261 MILL ROAD P O BOX 296EAST AURORA NY 14052 | 07/29/2015 | 07/29/2020 |

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| 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 | | JORGE VILLALOBOS | | 94-25 57TH AVENUE - APT 5 ELMHURST NY 11373 | 01/12/2015 | 01/12/2020 |
| DOL | DOL | | JOSE MONTAS | | 27 BUTLER PLACE YONKERS NY 10710 | 03/18/2011 | 03/19/2020 |
| 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 | | 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 | | JUANA MARTINEZ | | C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710 | 03/19/2015 | 03/19/2020 |
| 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 | | KAREN HARTMAN | | C/O GUILLO CONTRACTING P O BOX 229 CALVERTON 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 AVENUE NEW 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 | | KEVIN BABCOCK JR | | P O BOX 46 THOMPSON RIDGE NY 10985 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | | KEVIN M BABCOCK | | P O BOX 46 THOMPSON RIDGE NY 10985 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****5941 | KINGSVIEW ENTERPRISES INC | | 7 W FIRST STREET P O BOX 2 LAKEWOOD 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 | ****6224 | LAKESIDE FIRE SPRINKLERS LLC | | 125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750 | 06/24/2015 | 06/24/2020 |
| 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 DRIVE KENMORE 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 | | LAVERN GLAVE | | C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940 | 09/15/2014 | 09/15/2019 |
| DOL | DOL | | LAWRENCE J RUGGLES | | P O BOX 371 ROUND LAKE NY 12151 | 05/12/2014 | 05/12/2019 |
| DOL | DOL | ****1364 | LEAD CONSTRUCTION SERVICES INC | | 3 ALAN B SHEPARD PLACE YONKERS NY 10705 | 03/19/2015 | 03/19/2020 |
| DOL | DOL | ****0597 | LEED INDUSTRIES CORP | HI-TECH CONTRACTIN G CORP | 114 PEART STREET PORT CHESTER NY 10573 | 08/15/2012 | 08/15/2017 |

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| DOL | AG | | LEONID FRIDMAN | | APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235 | 01/23/2013 | 01/23/2019 |
| DOL | DOL | | LINDSEY R CRILL | | 143 FILLMORE AVENUE BUFFALO NY 14210 | 01/08/2015 | 01/08/2020 |
| 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 | NYC | ****2850 | M A 2 FLAGS CONTRACTING CORP | | 25-18 100TH STREET EAST ELMHURST NY 11369 | 08/21/2013 | 08/21/2018 |
| DOL | NYC | ****6317 | M S QUALITY CONSTRUCTION LLC | | 27 MAPLEWOOD AVENUE COLONIA NJ 07067 | 02/04/2015 | 02/04/2020 |
| DOL | NYC | | MACIEJ SONTOWSKI | | 27 MAPLEWOOD AVENUE COLONIA NJ 07067 | 02/04/2015 | 02/04/2020 |
| 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 | ****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 KISCO NY 10549 | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****9857 | MBL CONTRACTING CORPORATION | | 2620 ST RAYMOND AVENUE BRONX NY 10461 | 08/30/2011 | 08/30/2016 |
| 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 | ****3368 | MICEK CONSTRUCTION CO INC | | 20 CROSS STREET FALCONER NY 14733 | 12/02/2014 | 12/02/2019 |
| 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 |

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| 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 | | MICHAEL WILSON | WILSON BROTHER DRYWALL CONTRACTORS | 36 ABERSOLD STREET ROCHESTER NY 14621 | 08/31/2015 | 08/31/2020 |
| 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 | NYC | | MILANCE HADZIC | | 22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503 | 03/11/2015 | 03/11/2020 |
| 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 | ****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 | 09/18/2020 |
| 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 | DOL | | MUZAFFAR HUSSAIN | | C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229 | 01/28/2013 | 01/28/2018 |
| DOL | NYC | ****1284 | NEW AMERICAN RESTORATION INC | | 22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503 | 03/11/2015 | 03/11/2020 |
| DOL | DA | ****6988 | NEW YORK INSULATION INC | | 58-48 59TH STREET MASPETH NY 11378 | 05/16/2012 | 05/08/2020 |
| DOL | DOL | | NICHOLAS DEGREGORY JR | NJ DEGREGORY & COMPANY | 1698 ROUTE 9 GLEN 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 | | 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 GLEN FALLS NY 12801 | 05/23/2013 | 05/23/2018 |
| DOL | DOL | | NJ DEGREGORY & SONS CONSTRUCTION | | 1698 ROUTE 9 GLEN FALLS NY 12801 | 05/23/2013 | 05/23/2018 |
| DOL | NYC | ****1968 | NORTH AMERICAN IRON WORKS INC | | 1560 DECATUR STREET RIDGWOOD NY 11385 | 05/15/2015 | 05/15/2020 |
| 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 |

NYSDOL Bureau of Public Work Debarment List 11/04/2015

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|-----|-----|----------|--|-----------------------|---|------------|------------|
| 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 | ****9569 | PERFORM CONCRETE INC | | 31 DURANT AVENUE BETHEL CT 06801 | 07/02/2012 | 07/02/2017 |
| 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 | ****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 | 07/08/2020 |
| DOL | DOL | ****0015 | RAMADA CONSTRUCTION CORP | | 80 SAVO LOOP STATEN ISLAND NY 10309 | 01/07/2014 | 01/07/2019 |
| DOL | DOL | | RANA A KAHN | | 1973 81ST ST - SUITE A-5 BROOKLYN NY 11214 | 01/08/2015 | 01/08/2020 |
| DOL | NYC | | RANTIK PARIKH | | 13 LORIANN ROAD WARREN NJ 07059 | 07/15/2015 | 07/15/2020 |
| DOL | DOL | ****2633 | RAW POWER ELECTRIC CORP | | 3 PARK PLACE MIDDLETOWN NY 10940 | 09/16/2013 | 09/15/2019 |
| 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 | | REGINALD WARREN | | C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940 | 09/15/2014 | 09/15/2019 |
| DOL | NYC | ****3461 | RELIANCE GENERAL CONSTRUCTION INC | | 644 OCEAN PARKWAY BROOKLYN NY 11230 | 09/02/2015 | 09/02/2020 |
| 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 | DOL | ****8618 | RIEKS CONTRACTING LLC | | 4804 GAHWILER ROAD AUBURN NY 13021 | 05/01/2015 | 05/01/2020 |
| 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 MORRISONVILLE 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 | NYC | | ROBERT GUIDO | | 3256 BRUNER AVENUE BRONX NY 10469 | 07/29/2014 | 07/29/2019 |
| DOL | DOL | | ROBERT L EVANS | | 128A NORTH STAMFORD ROAD STAMFORD CT 06903 | 05/23/2013 | 05/23/2018 |
| DOL | DOL | | ROBERT TORDELLA | | 125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750 | 06/24/2015 | 06/24/2020 |
| 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 | | ROMEO WARREN | | C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940 | 09/16/2013 | 09/15/2019 |
| DOL | DOL | | ROSEANNE CANTISANI | | 11 TATAMUCK ROAD POUND RIDGE NY 10576 | 05/04/2012 | 05/04/2017 |

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| 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 | NYC | | SAEED HASAN | | 4558 BROADWAY #6 NEW YORK NY 10040 | 08/04/2014 | 08/04/2019 |
| 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 ROAD DIX 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 | ****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 | NYC | ****4934 | SPHINX CONTRACTING CORP | | 240 HOME STREET TEANECK NJ 07666 | 08/04/2014 | 08/04/2019 |
| 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 | | STEVEN SAGGESE | | 3005 WYNSUM AVENUE MERRICK NY 11566 | 08/18/2014 | 08/18/2019 |
| DOL | DOL | | STUART CHAITIN | | 634 ROUTE 303 BLAUVEY 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 | ****7441 | T & T CONCRETE INC | | 2560 HAMBURG TURNPIKE P O BOX 367 LACKAWANNA NY 14218 | 07/08/2015 | 07/08/2020 |
| 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 |

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| DOL | DOL | | TAMMY LACITIGNOLA | | C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | | TECH-MECHANICAL FAB DC INC | | 5 PARKER AVENUE POUGHKEEPSIE NY 12601 | 03/25/2014 | 03/25/2019 |
| DOL | DOL | ****0887 | THE BRINSON PAINTING CORPORATION | | 72 TAUNTON PLACE BUFFALO NY 14216 | 04/14/2015 | 04/14/2020 |
| 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 | ****0600 | TOMSON ALLOYS RECYCLING INC | | 143 FILLMORE AVENUE BUFFALO NY 14210 | 01/08/2015 | 01/08/2020 |
| 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 | ****6914 | TRI-COUNTY RESTORATIONS & CONSTRUCTION INC | | 13 SUMMERSET DRIVE WALLKILL NY 12589 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | | TRI-COUNTY RESTORATIONS INC | | 392 ROCK CUT ROAD WALDEN NY 12586 | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****5213 | TRIAD PAINTING CO INC | | 656 N WELLWOOD AVE/STE C LINDENHURST NY 11757 | 09/01/2011 | 09/01/2016 |
| DOL | DOL | | TROY D CLARKE | ADVANCED METALS | 387 RIVERSIDE DRIVE JOHNSON CITY NY 13790 | 10/01/2012 | 10/01/2017 |
| DOL | DOL | ****4294 | TWT CONSTRUCTION COMPANY INC | | 13 NEW ROAD/SUITE 1 NEWBURGH NY 12550 | 11/15/2010 | 11/15/2015 |
| 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 | 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 | 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 |

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| 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 | | WILLIE BRINSON | | 72 TAUNTON PLACE BUFFALO NY 14216 | 04/14/2015 | 04/14/2020 |
| DOL | DOL | *****6195 | WILSON BROTHER DRYWALL CONTRACTORS | | 36 ABERSOLD STREET ROCHESTER NY 14621 | 08/31/2015 | 08/31/2020 |
| DOL | NYC | *****5498 | XAVIER CONTRACTING LLC | | 68 GAYLORD ROAD SCARSDALE NY 10583 | 02/10/2011 | 02/10/2016 |
| DOL | DOL | | YURIY IVANIN | | C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229 | 09/24/2012 | 09/18/2020 |

SECTION 00830 – WORKERS' COMPENSATION & DISABILITY BENEFIT FORMS

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

APPLICATION FOR CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the

Insurance Carrier: _____

as satisfactory proof required under the provisions of Section 57 of the Workers' Compensation Law, to be filed with

Name: _____

(Name of Bureau, Department, Corporation, Firm or Individual)

Address: _____

Locations of operations: _____

Date operations to begin: _____

Telephone No. _____

Signature _____

(Name of Employer)

(Date)

NOTE: This application must be signed by the Employer if an individual, or if a copartnership by a member of the copartnership, or by an officer if a corporation.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that _____

is insured with the _____

under Policy No. _____ covering the entire obligation of this employer for workers' compensation

under the New York Workers' Compensation Law with respect to the locations named in the foregoing application. The policy

term covers the period from _____ to _____.

If said policy is changed or cancelled during its term in such manner as to affect this Certificate, thirty (30) days written notice of such change or cancellation [ten (10) days written notice in the event of cancellation for non-payment of premiums] will be given to

(Name of Bureau, Department, Corporation, Firm or Individual)

(Address)

in accordance with whose requirements, this Certificate has been issued. Notice by registered or certified mail, return receipt requested, so addressed shall be sufficient compliance with this provision.

Carrier _____

By _____

(Signature)

(Date)

Telephone No. _____

Title _____

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

EMPLOYER'S APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH DISABILITY BENEFITS LAW

INSTRUCTIONS TO EMPLOYER: Complete PART I ONLY and have your Disability Benefits Insurance Carrier complete PART II.

PART I. TO BE COMPLETED BY EMPLOYER

| | |
|---|---|
| EMPLOYER'S NAME AND ADDRESS (Home or Main Office) | LOCATION OF OPERATIONS |
| | |
| NAME UNDER WHICH BUSINESS IS CONDUCTED, IF DIFFERENT FROM ABOVE | OPERATIONS TO BEGIN ON OR ABOUT: |
| | |
| DISABILITY BENEFITS CARRIER (If More Than One, List All) | NYS UNEMPLOYMENT INSURANCE EMPLOYER'S REGISTRATION NUMBER |
| | |

Application is hereby made to the CARRIER for a Certificate of Compliance with the Disability Benefits Law.

Date Signed _____ By _____
(Signature of Owner, Partner, or Authorized Officer)

Telephone No. _____ Title _____

PART II. TO BE COMPLETED BY DISABILITY BENEFITS CARRIER

CERTIFICATE OF COMPLIANCE WITH DISABILITY BENEFITS LAW

This is to certify that the above-named employer is insured with _____
(Name of Carrier)
 and that the policy covers:

- *a. ALL of the EMPLOYER'S employees eligible under the New York Disability Benefits Law.
- *b. ONLY the following class or classes of the EMPLOYER'S employees:

Date Signed _____ By _____
Signature of Carrier's Authorized Representative (Currently on File With D.B. Bureau)

Telephone No. _____ Title _____

***IMPORTANT:** If BOX "a" is CHECKED, this certificate is COMPLETE. Mail it directly to the employer.
 If BOX "b" is CHECKED, this certificate is NOT COMPLETE for purposes of Section 220, subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Disability Benefits Bureau, 180 Livingston Street, Brooklyn, New York 11248-0005.

PART III. TO BE COMPLETED BY WORKERS' COMPENSATION BOARD (Only if Box "b" of Part II has been checked)

State of New York
WORKERS' COMPENSATION BOARD

There is on file with the Workers' Compensation Board, Certificates of Insurance indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his/ her employees.

DISABILITY BENEFITS BUREAU

Date _____ By _____

Telephone No. _____ Title _____

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
180 LIVINGSTON STREET
BROOKLYN, N. Y. 11248

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant to Section 220, subd. 8 of the Disability Benefits Law)

| | |
|-------------------------------|--------------------------------------|
| EMPLOYER | EMPLOYER'S U. I. REGISTRATION NUMBER |
| | LOCATION OF OPERATIONS |
| ADDRESS (HOME OR MAIN OFFICE) | OPERATIONS TO BEGIN ON OR ABOUT: |

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees, in the following manner:

- By approved self-insurance pursuant to Sec. 211, subd. 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Sec. 211, subd. 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date _____

By _____

Title _____

100 Broadway
Menands
ALBANY 12241

113 State Street
BINGHAMTON 13901

180 Livingston Street
BROOKLYN 11248

State Office Building
125 Main Street
BUFFALO 14203

175 Fulton Avenue
HEMPSTEAD 11550

130 Main Street W.
ROCHESTER 14614

State Office Building
East Washington Street
SYRACUSE 13202



BARBARA C. DEINHARDT
CHAIRWOMAN

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

THIS AGENCY EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT
DISCRIMINATION.

STATEMENT THAT APPLICANT DOES NOT REQUIRE
WORKERS' COMPENSATION OR DISABILITY BENEFITS COVERAGE

OFFICE AT:

| | |
|---|--------------------------|
| APPLICANT'S NAME | APPLICANT'S HOME ADDRESS |
| BUSINESS OR TRADE NAME, IF DIFFERENT FROM ABOVE | BUSINESS ADDRESS |

NEW YORK STATE UNEMPLOYMENT INSURANCE EMPLOYER'S REGISTRATION NUMBER

The above named applicant for permit, subject to restriction under Section 57 of the Workers' Compensation Law, and Section 220, subd. 8 of the Disability Benefits Law, makes the following statement for the purpose of establishing that he/she does not require coverage under these laws.

1. Location of work _____
2. Exact work to be performed _____
3. Number of workers _____
4. Date work is to be (a) commenced _____ (b) completed _____

- I have workers' compensation insurance (certificate attached).
- I do not need workers' compensation insurance because status is Individual owner or partner with no employees and not a corporation.
- I do not need workers' compensation because:

- I have disability benefits insurance (certificate attached).
- I do not need disability benefits insurance because status is Individual owner or partner with no employees and not a corporation.
- I do not need disability benefits insurance because:

Date Signed _____ By _____
(Signature of applicant)

Telephone No. _____ Title _____

To State or Municipal Department, Board, Commission or Office Requiring Certificate of Workers' Compensation Insurance Under Section 57 of the Workers' Compensation Law and Under Section 220, subd. 8 of the Disability Benefits Law.

Based on the foregoing statements made by the above applicant:

- The Board has no objections, at this time, to the issuance of the permit requested.
- The applicant will be required to have a disability benefits insurance policy effective not later than four (4) weeks after the employment of one or more employees on each of at least 30 days in any calendar year.

It is understood, however, that the Board reserves the right to request revocation of the permit if, after investigation, it is found that the applicant is required to have workers' compensation and/or disability benefits coverage for the work referred to in the above application.

WORKERS' COMPENSATION BOARD

Date _____ By _____

Telephone No. _____ Title _____



BARBARA PATTON
CHAIRWOMAN

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
180 LIVINGSTON STREET
BROOKLYN, NY 11248

THIS AGENCY EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT
DISCRIMINATION.

Office of the Secretary

I,, Secretary to the Workers'
Compensation Board of the State of New York

DO HEREBY CERTIFY, that
.

has secured compensation to its employees as a self-insurer in the following manner:

- Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.
- Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)
- Pursuant to Article 5 of the Workers' Compensation Law. (County Self-Insurance Plan)

The status of self-insurer was effective as of
and such status still remains in full force.

IN WITNESS WHEREOF, I have
hereunto set my hand and affixed the seal
of the Workers' Compensation Board this
. . . . day of 19

STATUS CONFIRMED

by

.
Secretary to the Board

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-END OF SECTION-

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work under other contracts.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for the Work.
 - 2. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Arlington Wastewater Treatment Plant Upgrade.
 - 1. Project Location: Town of Poughkeepsie, NY.
- B. Owner: Town of Poughkeepsie, One Overrocker Road, Poughkeepsie, NY 12603
 - 1. Owner's Representative: Supervisor, Town of Poughkeepsie, Town Hall, 1 Overrocker Road, Poughkeepsie, New York 12603
- C. Engineer: Morris Associates, PLLC, 9 Elks Lane, Poughkeepsie, NY 12601
- D. The Work consists of the following:
 - 1. The Work includes Upgrade of the Arlington Sewage Treatment Plant to 5.0 MGD average daily flow capacity including site upgrades, process equipment replacement and upgrades, new piping installation, new and replacement pumps, concrete repair, a new building, new electrical service and related electrical and HVAC work.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under multiple contracts. See Division 1 Section "Summary of Multiple Contracts" for a description of work included under each separate contract. Contracts for this Project include the following:
 - 1. 14-014 GC General Construction
 - 2. 14-014 EC Electrical Construction
 - 3. 14-014 HC HVAC Construction

1.5 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 USE OF PREMISES

- A. General: Each Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Each Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site.
 - 2. Driveways and Entrances: Keep access driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 3. Contractor shall confine construction operations to the limits of Towns easements, Town right-of-ways and Town owned parcels.
- B. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing buildings during entire construction period. It is critical that the wastewater treatment facilities be maintained in operation throughout the construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday and no work shall be performed on Town Holidays or Saturdays or Sundays, unless otherwise agreed to by the Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer and Owner not less than seven days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01125 - SUMMARY OF MULTIPLE CONTRACTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Sections include the following:
 - 1. Division 1 Section "Summary" for the Work covered by the Contract Documents, restrictions on use of the premises, Owner-occupancy requirements, and work restrictions.
 - 2. Division 1 Section "Project Management and Coordination" for general coordination requirements.
 - 3. Division 1 Section "Temporary Facilities and Controls" for specific requirements for temporary facilities and controls.

1.3 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 - 1. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
 - 3. Trenches for the Work of each contract shall be provided by each contract for its own Work.
 - 4. Cutting and Patching: Provided by each contract for its own Work.
 - 5. Through-penetration firestopping for the Work of each contract shall be provided by each contract for its own Work.
 - 6. Project closeout requirements.

- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the Work.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 1 Section "Temporary Facilities and Controls," each contractor is responsible for the following:
 - 1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility.
 - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
 - 4. Its own storage and fabrication sheds.
 - 5. Temporary enclosures for its own construction activities.
 - 6. General hoisting facilities for its own construction activities.
 - 7. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
 - 8. Progress cleaning of its own areas on a daily basis.
 - 9. Secure lockup of its own tools, materials, and equipment.
 - 10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- D. Temporary Heating, Cooling, and Ventilation: The General Construction Contract is responsible for temporary heating, cooling, and ventilation, including utility-use charges, temporary meters, and temporary connections.
- E. Use Charges: Comply with the following:
 - 1. Sewer Service: Include the cost for sewer service use by all parties engaged in construction activities at Project site in the General Construction Contract.
 - 2. Water Service: Include the cost for water service, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site in the General Construction Contract.

1.4 Contract No. 14-014 GC - GENERAL CONSTRUCTION CONTRACT

- A. Work in the General Construction Contract includes, but is not limited to, the following:
 - 1. The General Contractor is responsible for performing all work shown on the Arlington Wastewater Treatment Plant Upgrades Contract Drawings, except for the work shown on the Electrical (E) and HVAC (H) drawings (or associated details).
 - 2. All the work in the following, as well as work which may be included in other documents that comprise these contract documents:
 - a. General Conditions, Supplementary Conditions: All requirements are applicable.
 - b. Division 1: All requirements are applicable as described in the individual sections.
 - 1) The General Contractor is responsible for developing and for updating an integrated Contractors Construction Schedule. In particular, the General Contractor shall develop its own schedule, gather and integrate information

from the other prime contractor, assure that the schedule reflects the requirements and constraints described in Section 01320, Construction Progress Documentation, and provide for on-time project completion.

- 2) The General Contractor is responsible for Temporary Process Modifications as required to provide the proposed work.
 - 3) The General Contractor is also responsible for providing temporary facilities unless specified otherwise.
 - 4) The General Contractor also has other Division 1 responsibilities as described in the individual sections and as applicable to his Contract.
- c. Division 2: All work except the trench excavation and backfilling included in the other contracts and except work outlined in Section 02582, Underground Electrical Ducts and Manholes.
 - d. Divisions 3 through 10: All work except concrete included in other contracts.
 - e. Division 11: All work except field wiring and terminations for equipment, which will be included in the electrical contract.
 - f. Division 13: All work except field wiring and terminations for equipment, which will be included in the electrical contract.
 - g. Division 15: All work except field wiring and terminations for equipment, which will be included in the electrical contract.
- B. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
1. Temporary facilities and controls that are not otherwise specifically assigned to the Electrical Contract.
 2. Sediment and erosion control.
 3. Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
 4. Stormwater control.
 5. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
 6. Temporary enclosure for building exterior, except as indicated.
 7. Temporary roads and paved areas.
 8. Dewatering facilities and drains.
 9. Excavation support and protection, unless required solely for the Work of another contract.
 10. Project identification and temporary signs.
 11. General waste disposal facilities.
 12. Pest control.
 13. Temporary stairs.
 14. Temporary fire-protection equipment.
 15. Barricades, warning signs, and lights.
 16. Site enclosure fence.
 17. Covered walkways.
 18. Security enclosure and lockup.
 19. Environmental protection.
 20. Restoration of Owner's existing facilities used as temporary facilities.
 21. Traffic control.

1.5 Contract No. 14-014 EC - ELECTRICAL CONSTRUCTION CONTRACT

A. Work in the Electrical Contract includes, but is not limited to, the following:

1. The Electrical Contractor is responsible for performing the work shown on the Arlington Wastewater Treatment Plant Upgrades Contract Electrical (E) Drawings and associated standard details and general/legend drawings, as well as any other work necessary to provide a complete properly functioning electrical system.
2. All the work in the following, as well as work which may be included in other documents that comprise these Contract Documents:
 - a. General Conditions, Supplementary Conditions: All requirements are applicable to the Electrical Contractor.
 - b. Division 1: All requirements are applicable as described in the individual sections.
 - 1) The Electrical Contractor is responsible for supplying scheduling information consistent with the requirements and constraints of Section 01320, Construction Progress Documentation, and on-time completion of the entire project.
 - 2) The Electrical Contractor will provide the General Contractor with information concerning the progress schedule, training schedule, and testing schedule; participate in scheduling meetings with other Contractors and the ENGINEER; provide updated schedule information as necessary; and cooperate with the General Contractor to assure that work is proceeding in accordance with agreed-upon schedules.
 - 3) The Electrical Contractor also has other Division 1 responsibilities as described in the individual sections and as applicable to his Contract.
 - c. Division 2: The Electrical Contractor shall perform earthwork requirements for burying electrical conduit and amenities, electrical ducts, transformer pads and generator pads.
 - 1) The Electrical Contractor shall perform requirements required for work outlined in Section 02582, Underground Electrical Ducts and Manholes.
 - d. Division 3: The Electrical Contractor shall provide concrete as required for electrical duct banks and for equipment pads for equipment provided by the Electrical Contractor.
 - e. Division 5: The Electrical Contractor shall provide metal fabrications as required for framing or support of equipment provided by the Electrical Contractor.
 - f. Division 7: The Electrical Contractor shall provide thermal and moisture protection for patching of exterior wall penetrations as required for installation of work provided by the Electrical Contractor.
 - g. Division 11: The Electrical Contractor shall provide field wiring, terminations and circuit identification associated with installation of all equipment. Electrical Contractor shall also provide all required testing and startup services associated with equipment startup and shall be present during testing of equipment and controls terminated by the Electrical Contractor.
 - h. Division 13: The Electrical Contractor shall provide field wiring, terminations and circuit identification associated with installation of all equipment and controls. Electrical Contractor shall also provide all required electrical startup services associated with field instrumentation and control system startup and shall be present during testing of the control system components terminated by the Electrical Contractor.
 - i. Division 15: The Electrical Contractor shall provide all field wiring (except specialized HVAC wiring), terminations, and circuit identification associated with

installation of equipment and HVAC systems. Electrical Contractor shall also provide all required testing and startup services associated with equipment startup and shall be present during testing of equipment, HVAC systems and controls terminated by the Electrical Contractor.

j. Division 16: All work is included in the electrical contract.

B. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:

1. Electric power service and distribution.
2. Lighting, including site lighting.
3. Electrical connections to existing systems and temporary facilities and controls.

1.6 Contract No. 14-014 HC - HVAC CONSTRUCTION CONTRACT

A. Work in the HVAC Contract includes, but is not limited to, the following:

1. The HVAC Contractor is responsible for performing the work shown on the Arlington Wastewater Treatment Plant Upgrades Contract HVAC (H) drawings and associated standard details and general/legend drawings, as well as any other work necessary to provide a complete properly functioning HVAC system(s) as indicated.
2. All the work in the following, as well as work which may be included in other documents that comprise these Contract Documents:
 - a. General Conditions, Supplementary Conditions: All requirements are applicable.
 - b. Division 1: The HVAC Contractor is responsible for supplying scheduling information consistent with the requirements and constraints of Section 01320, Construction Progress Documentation, and on-time completion of the entire project. The HVAC Contractor will provide the General Contractor with information concerning the progress schedule, training schedule, and testing schedule; participate in scheduling meetings with other Contractors and the ENGINEER; provide updated schedule information as necessary; and cooperate with the General Contractor to assure that work is proceeding in accordance with agreed-upon schedules.
 - c. The HVAC Contractor also has other Division 1 responsibilities as described in the individual sections and as applicable to his Contract.
 - d. Division 3: The HVAC Contractor shall provide concrete for bollards and equipment pads for equipment provided by the HVAC Contractor.
 - e. Division 15: All work except for process piping and process valves, which will be included in the General Contract; and field wiring and terminations for equipment, which will be included in the electrical contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01125

SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Quantity allowances.
 - 2. Contingency allowances.
 - 3. Testing and inspecting allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices" for procedures for using unit prices.
 - 2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 3. Division 1 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 4. Divisions 2 through 16 Sections for items of Work covered by allowances.

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Engineer under allowance and shall include freight, and delivery to Project site.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the quantity allowance are included in the allowance. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the unit-cost allowance will include Contractor's related costs and overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the unit-cost allowance to Owner by Change Order.

1.6 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Contract No. 14-014 EC – Electrical Construction

1. Allowance No. E1: Quantity Allowance: Include 50 cu. yd. of Authorized Additional Excavation, as specified in Section 02300 "Earthwork."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
2. Allowance No. E2: Quantity Allowance: Include 50 cu. yd. of Authorized Additional Subbase Material, as specified in Section 02300 "Earthwork."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
3. Allowance No. E3: Quantity Allowance: Include 25 cu. yd. of Authorized Additional Slab-On-Grade Concrete, as specified in Section 03300 "Cast-in-Place Concrete."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
4. Allowance No. E4: Quantity Allowance: Include 200 lbs. of Authorized Additional Concrete Steel Reinforcement, as specified in Section 03300 "Cast-in-Place Concrete."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
5. Allowance No. E5: Testing and Inspection Allowance: For testing services as specified in Division 2 "Earthwork", Division 2 "Hot-Mix Asphalt Paving", Division 3 "Cast-in-Place Concrete" and Division 4 "Unit Masonry Assemblies".
6. Allowance No. E6: Contingency Allowance: For use according to Owner's instructions.

B. Contract No. 14-014 GC – General Construction

1. Allowance No. G1: Quantity Allowance: Include 750 cu. yd. of Authorized Additional Excavation, as specified in Section 02300 "Earthwork."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
2. Allowance No. G2: Quantity Allowance: Include 100 cu. yd. of Authorized Additional Subbase Material, as specified in Section 02300 "Earthwork."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
3. Allowance No. G3: Quantity Allowance: Include 100 cu. yd. of Authorized Additional Crushed Stone Material, as specified in Section 02300 "Earthwork."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
4. Allowance No. G4: Quantity Allowance: Include 50 cu. yd. of Authorized Additional Slab-On-Grade Concrete, as specified in Section 03300 "Cast-in-Place Concrete."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
5. Allowance No. G5: Quantity Allowance: Include 500 lbs. of Authorized Additional Concrete Steel Reinforcement, as specified in Section 03300 "Cast-in-Place Concrete."
 - a. Coordinate quantity allowance adjustment with unit-price requirements in Section 01270 "Unit Prices."
6. Allowance No. G6: Testing and Inspection Allowance: For testing services as specified in Division 2 "Earthwork", Division 2 "Hot-Mix Asphalt Paving", Division 3 "Cast-in-Place Concrete" and Division 4 "Unit Masonry Assemblies".
7. Allowance No. G7: Contingency Allowance: For use according to Owner's instructions.

C. Contract No. 14-014 HC - HVAC Construction

1. Allowance No. H1: Testing and Inspection Allowance: For testing services as specified in Division 3 "Cast-in-Place Concrete".
2. Allowance No. H2: Contingency Allowance: For use according to Owner's instructions.

END OF SECTION 01210

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Unit Price, Alternate 1 - Metal Grating Replacement.

1. Base Bid: No metal grating replacement.
2. Alternate: Includes the square feet area of replacement grating, measured in place. Unit measurement shall include price of grating frames and supports and price of demolition of existing grating. and Section 05530 – Metal Gratings

END OF SECTION 01230

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for procedural requirements for handling and processing allowances.
 - 2. Division 1 Section "Unit Prices" for administrative requirements for using unit prices.
 - 3. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" or "Engineers Supplemental Instructions" form provided by the Engineer.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use "AIA Document G709" for Proposal Requests or "Work Change Proposal Request" forms provided by provided by the Engineer.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01210 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

- 1.6 Unit-Price Adjustment: See Section 01270 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.7 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.8 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on AIA Document G714, EJCDC Document 1910-8-F or "Construction Change Directive" form

provided by the Engineer. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 2 Section "Earthwork" for procedures for measurement and payment for authorized additional excavation.
 - 3. Division 2 Section "Earthwork" for procedures for measurement and payment for authorized additional subbase material.
 - 4. Division 2 Section "Earthwork" for procedures for measurement and payment for authorized additional crushed stone material.
 - 5. Division 2 Section "Earthwork" for procedures for measurement and payment for rock excavation.
 - 6. Division 3 Section "Cement Concrete Pavements" for procedures for measurement and payment for concrete walkway replacement and concrete curb replacement.
 - 7. Division 3 Section "Cast-In-Place Concrete" for procedures for measurement and payment for authorized additional slab-on-grade concrete.
 - 8. Division 3 Section "Cast-In-Place Concrete " for procedures for measurement and payment for authorized additional concrete steel reinforcement.
 - 9. Division 3 Section "Concrete Rehabilitation" for procedures for measurement and payment for authorized epoxy crack injection.
 - 10. Division 3 Section "Concrete Rehabilitation" for procedures for measurement and payment for authorized concrete repair.
 - 11. Division 3 Section "Concrete Rehabilitation" for procedures for measurement and payment for concrete expansion joint repair.
 - 12. Division 5 Section "Pipe and Tube Railings" for procedures for measurement and payment for pipe and tube railing replacement.
 - 13. Division 5 Section "Metal Grating" for procedures for measurement and payment for metal grating.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by

appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.
- C. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- D. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- E. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF ELECTRICAL CONTRACT 14-014 EC UNIT PRICES

- A. Unit Price E1 – Rock Excavation:
 - 1. Description: Rock excavation according to Division 2 Section “Earthwork”.
 - 2. Unit of Measurement: Cubic yards of rock excavated, measured in place.
- B. Unit Price E2 – Authorized Additional Excavation
 - 1. Description: Authorized additional excavation according to Division 2 Section “Earthwork”.
 - 2. Unit of Measurement: Cubic yards of material excavated below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer, measured in original position.
 - 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."
- C. Unit Price E3 – Authorized Additional Subbase Material:
 - 1. Description: Authorized Additional Subbase Material according to Division 2 Section “Earthwork”.

2. Unit of Measurement: Cubic yards of material filled below walks and pavements including excavation, placement, compaction and stabilization fabric as directed by Engineer, measured in original position.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."

D. Unit Price E4 – Authorized Additional Slab-on-Grade Concrete:

1. Description: Authorized additional slab-on-grade concrete according to Division 3 Section "Cast-in-Place Concrete".
2. Unit of Measurement: Cubic yards of concrete, measured in place.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."

E. Unit Price E5 – Authorized Additional Concrete Steel Reinforcement:

1. Description: Authorized additional concrete steel reinforcement according to Division 3 Section "Cast-in-Place Concrete".
2. Unit of Measurement: Pounds of steel reinforcement, measured in place.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."

3.2 LIST OF GENERAL CONTRACT 14-014 GC UNIT PRICES

A. Unit Price G1 – Rock Excavation:

1. Description: Rock excavation according to Division 2 Section "Earthwork".
2. Unit of Measurement: Cubic yards of rock excavated, measured in place.

B. Unit Price G2 – Existing Concrete Walkway Replacement:

1. Description: Concrete Walkway according to Division 2 Section "Cement Concrete Pavement".
2. Unit of Measurement: Square feet of concrete, measured in place. Unit measurement shall include price of demolition of existing concrete walkways.

C. Unit Price G3 – Existing Concrete Curbs Replacement:

1. Description: Concrete curbs according to Division 2 Section "Cement Concrete Pavement".
2. Unit of Measurement: Linear Feet of concrete, measured in place. Unit measurement shall include price of demolition of existing concrete curbs.

D. Unit Price G4 – Epoxy Crack Injection:

1. Description: Epoxy crack injection according to Division 3 Section "Concrete Rehabilitation".
2. Unit of Measurement: Linear feet of crack injected, measured after preparation.

E. Unit Price G5 – Concrete Repair:

1. Description: Concrete repair according to Division 3 Section "Concrete Rehabilitation".
 2. Unit of Measurement: Cubic foot of concrete repaired, measured after preparation.
- F. Unit Price G6 – Concrete Expansion Joint Repair:
1. Description: Concrete expansion joint repair according to Division 3 Section "Concrete Rehabilitation".
 2. Unit of Measurement: Linear feet of joint repaired, measured after preparation.
- G. Unit Price G7 – Pipe and Tube Railing Replacement:
1. Description: Railing replacement according to Division 5 Section "Pipe and Tube Railings".
 2. Unit of Measurement: Linear Feet of railing assembly including toe boards, measured in place.
- H. Unit Price G8 – Authorized Additional Excavation
1. Description: Authorized additional excavation according to Division 2 Section "Earthwork".
 2. Unit of Measurement: Cubic yards of material excavated below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer, measured in original position.
 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."
- I. Unit Price G9 – Authorized Additional Subbase Material:
1. Description: Authorized Additional Subbase Material according to Division 2 Section "Earthwork".
 2. Unit of Measurement: Cubic yards of material filled below walks and pavements including excavation, placement, compaction and stabilization fabric as directed by Engineer, measured in original position.
 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."
- J. Unit Price G10 – Authorized Additional Crushed Stone Material:
1. Description: Authorized Additional Crushed Stone Material according to Division 2 Section "Earthwork".
 2. Unit of Measurement: Cubic yards of material filled below walks and pavements including excavation, placement, compaction and stabilization fabric as directed by Engineer, measured in original position.
 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."
- K. Unit Price G11 – Authorized Additional Slab-on-Grade Concrete:
1. Description: Authorized additional slab-on-grade concrete according to Division 3 Section "Cast-in-Place Concrete".
 2. Unit of Measurement: Cubic yards of concrete, measured in place.

3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."

L. Unit Price G12 – Authorized Additional Concrete Steel Reinforcement:

1. Description: Authorized additional concrete steel reinforcement according to Division 3 Section "Cast-in-Place Concrete".
2. Unit of Measurement: Pounds of steel reinforcement, measured in place.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01210 "Allowances."

M. Unit Price, Alternate G1 – Metal Grating:

1. Description: Extruded aluminum grating replacement according to Division 6 Section "Metal Gratings".
2. Unit of Measurement: Square Feet area of grating, measured in place. Unit measurement shall include price of grating frames and supports and price of demolition of existing grating.

END OF SECTION 01270

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 4. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 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.

1.4 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. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets or EJCDC Document 1910-8-E.
3. 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. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. 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 Contract Documents to determine quantities.
7. Schedule Updating: 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.

1.5 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 or EJCDC Document 1910-8-E as form for Applications 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 and Construction Change Directives issued before last day of construction period covered by application.
 3. Include Certified payrolls with submittal.
- E. Transmittal: Submit 3 Insert number signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. 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, 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 issuing 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 of designated portions of the Work.
- 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. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 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. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Temporary Process Modification.
 - 2. Coordination Drawings.
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
 - 2. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 4. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 TEMPORARY PROCESS MODIFICATION

- A. Temporary Process Modification: Any temporary work which is required to keep the Plant in continuous operation at all times and to keep the quality of the effluent discharged to the Hudson River within the limits of the measured parameters identified in the plant SPEDES Permit, during construction of the new work. It is each Contractor's responsibility to coordinate their Temporary Process Modifications with each of the other Contractor's.
- B. Temporary Process Modification Plan: Each Contractor shall submit a Temporary Process Modification Plan for approval by the Arlington Wastewater Treatment Plant Managing Operator which indicates the means and methods and schedules for temporary process modifications. This Plan shall be revised and resubmitted when any changes occur. The Plan shall indicate:

1. Each effected Process or Area of the Plant.
2. Detailed description of each individual Temporary Process Modification.
3. Detailed description of how this modification is coordinated with other Contractors Work.
4. Scheduled dates that modification is active.

1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
 5. A bypass plan shall be constructed for the project, or for each phase of the project, to ensure that the operators of the facility may operate sufficiently to maintain compliance with the Town's SPDES permit. The plan shall also include any planned bypasses of treatment or collection system items and each plan shall be submitted to the NYSDEC Regional Office for approval prior to commencing the construction.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.

1.5 SUBMITTALS

- A. Temporary Process Modification Plan.
- B. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 - 3. Number of Copies: Submit three opaque copies of each submittal. Engineer will return one copy.
 - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Engineer will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- C. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractors and their superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. Security.
 - u. Progress cleaning.
 - v. Working hours.
 3. Minutes: Engineer will record and distribute meeting minutes.

- C. Progress Meetings: Conduct progress meetings at bi-weekly intervals (more frequently if needed in the opinion of the engineer). Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 3. Minutes: Record and distribute to Contractor the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

- a. **Schedule Updating:** Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for preparing a combined Contractor's Construction Schedule.
 - 2. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
 - 3. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 4. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 5. Division 1 Section "Photographic Documentation" for submitting construction photographs.
 - 6. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Contractor's Construction Schedule: Submit five opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- B. Submittals Schedule: Submit 5 copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Engineer's final release or approval.

- C. Daily Construction Reports: Submit two copies at monthly intervals.
- D. Field Condition Reports: Submit five copies at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Engineer.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.

- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work under More Than One Contract: Include a separate activity for each contract.
 - 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial Completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01320

SECTION 01322 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The General Contractor shall be responsible for providing photographic documentation as specified herein.
- B. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final Completion construction photographs.
- C. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for submitting photographic documentation.
 - 2. Division 1 Section "Closeout Procedures" for submitting photographic negatives and digital media as Project Record Documents at Project closeout.

1.3 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Include same label information as corresponding set of photographs.
- B. Construction Photographs and Videos: Submit two prints of each photographic view within seven days of taking photographs. Submit video recordings in AVI, MPG or other acceptable format to the Engineer within seven days of taking videos.
 - 1. Format: 8-by-10-inch smooth-surface matte prints on single-weight commercial-grade photographic paper, punched for standard 3-ring binder.
 - 2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction (by compass point)

- g. Unique sequential identifier.
- 3. Negatives: Submit a complete set of photographic negatives in individually protected negative sleeves with each submittal of prints. Identify negatives with label matching photographic prints.
- 4. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.6 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Photographic Film: 35 mm, medium speed (ISO 100-200).
- B. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified commercial photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Film Images:
1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.
- D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
1. Date and Time: Include date and time in filename for each image.
- E. Preconstruction Photographs: Before starting construction, take color or digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer.
1. Take 80 photographs to show existing conditions at Project Site before starting the Work.
- F. Periodic Construction Photographs: Take 12 color or digital photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take 80 color or digital photographs after date of Substantial Completion for submission as Project Record Documents. Engineer will direct photographer for desired vantage points.

END OF SECTION 01322

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

- B. Related Sections include the following:

1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports.
3. Division 1 Section "Photographic Documentation" for submitting construction photographs.
4. Division 1 Section "Quality Requirements" for submitting test and inspection reports.
5. Division 1 Section "Closeout Procedures" for submitting warranties.
6. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

- E. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Engineer will assign a submittal number at the time of initial review. Resubmittals shall include an alphabetic suffix (eg: first resubmittal "number-A", second resubmittal "number -B", etc.)
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

- F. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.

- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals to the Contractor, without review, received from sources other than Contractor.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "No Exception Taken" or Make Corrections Noted"
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- K. Use for Construction: Use only final submittals with mark indicating "No Exception Taken" or Make Corrections Noted" by Engineer.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
 3. Number of Copies: Submit 5 opaque copies of each submittal. Engineer will retain 2 copies; remainder will be returned.
- D. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation".
- E. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- F. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit 7 copies of subcontractor list, unless otherwise indicated. Engineer will return 4 copies.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit 3 copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- T. Construction Photographs: Comply with requirements specified in Division 1 Section "Photographic Documentation."

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. "No Exception Taken"
 - 2. "Make Corrections Noted"
 - 3. "Revise and resubmit"
 - 4. "Rejected"
 - 5. "Submit Specified Item"
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for testing and inspecting allowances.
 - 2. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 3. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 4. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Testing Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.

2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing of inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 1. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Engineer.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 01420 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01420

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for temporary facilities and controls.
 - 3. Division 1 Section "Execution Requirements" for progress cleaning requirements.
 - 4. Divisions 2 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Engineer, testing agencies, and authorities having jurisdiction.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Each Contractor shall erect, furnish and maintain a field office, with a telephone, during the entire period of construction. The Contractor or his authorized agent shall be present at his office at all times while the Work is in progress. Readily accessible copies of both the Contract Documents and the latest accepted shop drawings shall be kept at his field office.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or to protect damage to existing facilities. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install two telephone line(s) for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Engineers' offices.
 - e. Owner's office.
 - f. Principal subcontractors' field and home offices.
 - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:

1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
 2. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 3. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 2 Section "Earthwork."
 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 2 Section "Hot-Mix Asphalt Paving."
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment.
- D. Parking: Provide temporary parking areas for construction personnel
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
- G. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 1 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 2 Section "Site Clearing."
- D. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. The Contractor shall provide the Owner and Engineer with a key to permit access to the site at all times.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in interior areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for products selected under an allowance.
 - 2. Division 1 Section "References" for applicable industry standards for products specified.
 - 3. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service

performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.

- D. “Or Equal”: Any reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may use any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Engineer, expressed in writing, is equal to that specified. The Engineer shall be the sole and conclusive judge as to the quality of such substitution. Comply with provisions for “substitutions” to obtain approval for use of an unnamed product.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Completed List: Within 60 days after date of the Notice to Proceed, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 4. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.

- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- 1. Documentation: Show compliance with requirements for comparable product and the following, as applicable:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors; that will be necessary to accommodate proposed comparable products.
 - b. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as

- performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - f. Cost information, including a proposal of change, if any, in the Contract Sum.
 - g. Contractor's certification that proposed comparable product complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - h. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed comparable product to produce indicated results.
2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
 - b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in

- Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers or unnamed products by an unnamed manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.

10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 3. Division 1 Section "Closeout Procedures" for recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
 - a. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
4. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
5. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
6. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Lay out the Work using accepted surveying practices.
 1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.
 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.

4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain maximum headroom clearance.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation or performance of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete/Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of the existing treatment facility.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of premises and Owner-occupancy requirements.
 - 2. Division 1 Section "Photographic Documentation" for preconstruction photographs taken before selective demolition operations.
 - 3. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.

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: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

1.4 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

6. Means of protection for items to remain and items in path of waste removal from building.
- B. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Comply with Division 1 Section "Photographic Documentation." Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes and/or construction & demolition material by a landfill facility licensed to accept hazardous wastes and/or construction & demolition material.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT 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.
 1. Comply with requirements specified in Division 1 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 1. Contractor shall provide a minimum of 15 days notice prior to removing existing equipment to be salvaged. Contractor shall be responsible for removing the salvaged equipment and placing the equipment on a vehicle to be furnished on-site by the Owner. The Owner will be responsible for off-site transporting of the salvaged equipment.

2. The Owner reserves the right of first refusal with respect to salvage of other existing equipment.
- C. Notify the 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.
 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. 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.
- D. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."

2. The Owner will arrange to shut off indicated services/systems when requested by Contractor.
3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. For Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
5. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. 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. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.

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. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. 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.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. 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 portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete. Costs for removing and replacing these items shall be the responsibility of the Contractor.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- D. Electrical: Remove abandoned wiring to source of supply. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- F. Roofing: Remove no more existing roofing than can be covered in one day by new roofing and so that building interior remains watertight and weather tight. Refer to Division 7 Section - Metal Roof Panels for new roofing requirements.
 1. Remove existing roof membrane, flashings, copings, and roof accessories.

2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in a landfill approved by the State or EPA to accept the materials.
 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.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

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

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Items to Be Removed: As shown on the Contract Plans.

END OF SECTION 01732

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- 1. Inspection procedures.
- 2. Warranties.
- 3. Final cleaning.

- B. Related Sections include the following:

- 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- 2. Division 1 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
- 3. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
- 4. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 5. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- 6. Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
- 7. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Advise Owner of pending insurance changeover requirements.
- 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
6. Complete startup testing of systems.
7. Submit test/adjust/balance records.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Advise Owner of changeover in heat and other utilities.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and photographic negatives, damage or settlement surveys, property surveys, and similar final record information.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Contract Documents.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 01781 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for coordinating Project Record Documents covering the Work of multiple contracts.
 - 2. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 3. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up Record Prints. Engineer will review whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Engineer will return unacceptable Record Prints to the Contractor for revision and resubmittal.
- B. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Engineer's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders and Record Drawings where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION 01781

SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation manuals for systems, subsystems, and equipment.
 - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes and systems and equipment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
 - 2. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 3. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 4. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 5. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Engineer will return one copy of draft and mark whether general scope and content of manual are acceptable.

- B. Final Submittal: Submit one copy of each manual in final form at least 15 Insert number days before final inspection. Engineer will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Engineer's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Engineer's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

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

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Contract Documents:

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

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

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Operating standards.
 3. Operating procedures.
 4. Operating logs.
 5. Wiring diagrams.
 6. Control diagrams.
 7. Piped system diagrams.
 8. Precautions against improper use.
 9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

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

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

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- E. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

SECTION 01820 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 2 through 16 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Engineer.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
 - 1. Process Equipment
 - 2. Pumps
 - 3. Monitors and meters
 - 4. Process monitoring and control system
 - 5. Electrical service and distribution, including transformers, switchboards , panelboards, uninterruptible power supplies, and motor controls.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.

- f. Warranties.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
 8. Repairs: Include the following:

- a. Diagnosis instructions.
- b. Repair instructions.
- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 1. Schedule training with Owner with at least seven days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 01820