

WESTCHESTER JOINT WATER WORKS

**CONTRACT: A1364 – A: RYE LAKE WATER FILTRATION PLANT
(CONSTRUCTION)**

ADDENDUM NO. 3

5/6/2025

This Addendum shall be part of the Contract Documents as provided in the Instructions to Bidders of the referenced project. The following additions to and modifications of the Contract Documents shall be included in, and become a part of any Contract that may be executed for construction of this project. Bidders are instructed to take the following into account in rendering a Bid for the Work.

Please acknowledge receipt of this addendum within your bid, failure to do so may subject a bidder to disqualification.

Modifications to Contract Documents:

SPECIFICATION CHANGES:

Item 3-1. Specification 00 11 00 – Advertisement for Bids

Replace Specification 00 11 00 with the attached Specification 00 11 00 in Attachment A.

Item 3-2. Specification 00 20 00 – Instructions to Bidders

Replace Specification 00 20 00 with the attached Specification 00 20 00 in Attachment A.

Item 3-3. Specification 00 52 00 – Agreement

Article 9.01. Item F. Replace text with the following:

Specifications, as listed in the table of contents of the Contract and Specifications.

Item 3-4. Specification 00 72 00 – General Conditions 2007 Edition EJCDC

All references to the “Project Manual” are the “Westchester Joint Water Works Contract and Specifications for A1364 – A: Rye Lake Water Filtration Plant (Construction), March 2025, Bidding Documents.”

Item 3-5. Specification 00 74 00 – Mandatory State Revolving Fund Equivalency Project Terms and Conditions

Replace Specification 00 74 00 with the attached Specification 00 74 00 in Attachment A.

Item 3-6. Specification 00 75 00 – Davis-Bacon Prevailing Wage Rates

Replace Specification 00 75 00 with the attached Specification 00 75 00 in Attachment A.

Item 3-7. Specification 09 29 00 – Gypsum Drywall System

Replace Specification 09 29 00 with the attached Specification 09 29 00 in Attachment A.

DRAWING CHANGES:

Item 3-8. Contract Drawings

Delete the following drawing sheets in their entirety and replace with the attached drawings in Attachment B.

- A-002 – CODE COMPLIANCE SUMMARY 1 OF 3
- A-202 – EXTERIOR ELEVATIONS – SHEET 2 OF 2
- A-206 – BUILDING SECTIONS – SHEET 4 OF 4
- A-207 – WALL SECTION & DETAILS – SHEET 1 OF 3
- A-603 – DOOR SCHEDULE AND DETAILS
- A-604 – FINISH, IDENTIFYING DEVICES AND LOUVER SCHEDULES AND DETAILS
- FP-001 – GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS

Response to Questions:

Question 3-1: To submit a complete and competitive bid proposal please postpone the bid date by three (3) weeks to allow the subcontractor market time to review the bid documents and participate on this bid opportunity. Please also move the bid day so it is not on a Monday.

The bid opening date has been moved to Wednesday June 18, 2025, at 1:00 PM. Specification 00 11 00 has been replaced according to this Addendum No. 3.

Question 3-2: Refer to Section 00 74 00 Mandatory State Revolving Fund Equivalency Project Terms and Conditions. Please confirm the participation goal for this contract is 20% New York State certified MWBEs.

Section 00 74 00 has been replaced according to this Addendum No. 3. Per the Mandatory State Revolving Fund Equivalency Project Terms and Conditions, the Fair Share Objectives for DBEs for this Contract are 20%.

Question 3-3: Refer to Section 00 52 00 Agreement, Article 4 - Contract Times. Since Project Milestones are given with dates instead of durations, please indicate a date to use as the starting point for when these milestones would begin so that we can calculate an accurate overall contract duration for project staffing, trailer rentals, etc.

The Notice to Proceed date is assumed to be August 1, 2025.

Question 3-4: Will you be able to share the plan holders list for the above referenced project?

A copy of the Pre-Bid Conference Presentation and Pre-Bid Conference Attendance List/List of Potential Bidders is provided in Attachment C.

Pre-Bid Conference Presentation and Attendance List:

A copy of the Pre-Bid Conference Presentation and Pre-Bid Conference Attendance List/List of Potential Bidders is provided in Attachment C.

Site Visit:

Due to site parking constraints, the site visit following the Pre-Bid Conference was not mandatory. As discussed at the Pre-Bid Conference, an alternate date for site visits will be provided on Friday, May 9, 2025 from 10 am – noon. Parking for the site visit is not permitted on Kempner Lane or Purchase Street, except as noted in Figure 1 below. Alternative parking locations are highlighted in Figure 1.



Figure 1: Site Visit Parking

Attachments:

Attachment A: Revised Specifications

Attachment B: Revised Drawings

Attachment C: Pre-Bid Conference Presentation and Pre-Bid Conference Attendance
List/List of Potential Bidders

Attachment A – Revised Specifications

SECTION 00 11 00
WESTCHESTER JOINT WATER WORKS
MAMARONECK, NY

RYE LAKE WATER FILTRATION PLANT
HARRISON, NY

ADVERTISEMENT FOR BIDS

PROJECT: A1364 – A: Rye Lake Water Filtration
Plant (Construction)

SEALED BIDS WILL BE RECEIVED AT: Westchester Joint Water Works
1625 Mamaroneck Avenue
Mamaroneck, New York 10543

UNTIL: 1:00 PM prevailing local time on **June 18,**
2025 ⁽²⁾

Sealed Bids for the construction of the indicated project will be received by the Westchester Joint Water Works (OWNER), at which time the Bids received will be publicly opened and read at that time and location by the Westchester Joint Water Works. All Bids submitted shall include one original set of the Bid Documents.

The Work is located at the Rye Lake Filtration Plant at 4441 Purchase Street, Harrison, New York. The Work generally consists of the following:

1. The work to be performed under this Contract and in accordance with these specifications consists of the furnishing and installation of equipment, materials, superintendence, labor, skill and all other items necessary for the construction of the Rye Lake Water Filtration Plant, located in the Town of Harrison, New York. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
2. The principal features of the work to be performed for this Project under the Contract include the construction of new water treatment facilities. Construction includes, but is not limited to, process equipment, piping, exterior structures, yard utilities, roadways and site work, plumbing,

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heating, ventilating, air conditioning, electrical systems, security features and integrated instrumentation. This is a general description only and shall not be construed as a complete description of the work to be performed.

3. The Rye Lake Water Filtration Plant will be located on property adjacent to the Westchester County Airport. The plant will be a 30-mgd dissolved air flotation/filtration (DAFF) plant. The new water treatment facilities consist of a main process building, a sanitary pump station, an electrical substation and generators.
4. The main process building consists of mixing tanks, flocculation tanks, dissolved air flotation/filtration tanks, filtered water transfer tanks, backwash tanks, waste backwash water tanks, a floated solids tank, UV disinfection system, chemical systems storage rooms, residual storage tanks along with pipe galleries, operating floors, electrical rooms, HVAC rooms, and administration areas.
5. Principal civil site work includes a bioretention cell, a constructed wetland, and roadwork. The main vehicle entrance to the facility will connect to Purchase Street from the west side of the site. A perimeter road will circle the main process building with parking along the south side of the plant.

Bids will be received for a single prime Contract. Bids shall be on a **LUMP SUM AND UNIT PRICE BASIS**, as indicated on the Bid Form. The Contract Times for the Work are set forth in the Agreement.

Bidders may obtain a complete set of contract documents at the Westchester Joint Water Works office for a nonrefundable fee of \$50.00 per set. Bidding Documents may be viewed and ordered online by registering with the Issuing Office. The Issuing Office for the Bidding Documents is:

Westchester Joint Water Works
1625 Mamaroneck Avenue
Mamaroneck, New York 10543

Following registration, complete sets of Bidding Documents may be downloaded by website link provided by the Issuing Office as “zipped” portable document format (PDF) files. The cost of Bidding Documents is non-refundable.

Upon Issuing Office’s receipt of payment, electronic Bidding Documents will be sent via **website link**.⁽²⁾ The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder’s date of receipt of the Bidding Documents.

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including any addenda, obtained from a source other than the Issuing Office.

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Bidding Documents may be examined at the following locations and times:

- Issuing Office: Westchester Joint Water Works, 1625 Mamaroneck Avenue, Mamaroneck, New York 10543, Monday through Friday, between the hours of 9:00 am and 3:30 pm.

Each Bidder must be a Bidding Document Holder. Bids submitted by Bidders not on the list of Bidding Documents (Plan) Holders with the Issuing Office will not be opened.

A Mandatory pre-Bid Conference will be held at 711 Westchester Avenue, Suite 405, White Plains, NY 10604 on Monday, May 5, 2025 at 11:00 a.m. A non-mandatory site visit to the project site at 4441 Purchase Street, Harrison, New York 10604 will be held immediately following the meeting.^{(1) (2)}

Bid security shall be furnished in accordance with the Instructions to Bidders.

The Bidders must comply with the United States Davis-Bacon Act, the New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment, Build America, Buy America (BABA), and American Iron and Steel (AIS).

Bid Security shall be submitted with each bid in an amount equal to five percent (5%) of the bid. Bid Security may be submitted as either a certified check payable to the Westchester Joint Water Works or a satisfactory Bid Bond executed by the Bidder and a Surety Company.

Bidders shall submit:

- Bid Form (Section 00 40 00)
- Bid Bond (Section 00 40 11)
- Contractor's Qualification Statement (Section 00 43 32)
- Non-Collusion Affidavit of Bidder Form (Section 00 43 33)
- **Iran Divestment Act Certification (00 45 47)**⁽²⁾
- Certificate of Registration from the Department of Labor in compliance with New York State Law Chapter 31 Article 8 220-i
- Signed and dated SRF BABA contractor certification (Section 00 74 00 Attachment 2)
- Signed and dated SRF AIS contractor certification (Section 00 74 00 Attachment 3)

- Signed and dated certification regarding lobbying (Section 00 74 00 Attachment 4)

The OWNER reserves the right to reject any or all Bids and to waive any irregularities in Bidding. The Successful Bidder shall be required to furnish all necessary Bonds and Insurance Certificates prior to Award of Contract.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Owner: Westchester Joint Water Works

By: David Birdsall

Title: Business Director

Date: **June 18, 2025**⁽²⁾

END OF ADVERTISEMENT FOR BID

SECTION 00 20 00
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – TABLE OF ARTICLES

1. Table of Articles
2. Defined Terms
3. Bids Received
4. Location and Description of Project
5. Copies of Bidding Documents
6. Qualifications of Bidders
7. Examination of Bidding Documents, Other Related Data and Site
8. Pre-Bid Conference
9. Site and Other Areas
10. Interpretations and Addenda
11. Bid Security
12. Contract Times
13. Liquidated and Special Damages
14. Substitute and "Or Equal" Items
15. Subcontractors, Suppliers and Others
16. Preparation of Bid
17. Basis of Bids; Comparison of Bids
18. Submittal of Bid
19. Modification or Withdrawal of Bid
20. Opening of Bids
21. Disqualification of Bidders

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22. Bids to Remain Subject to Acceptance
23. Evaluation of Bids and Award of Contract
24. Contract Securities
25. Contractor's Insurance
26. Signing of Agreement
27. Notice to Proceed
28. Sales and Use Taxes
29. Additional Requirements
 - a. Local Procurement Protest Procedure

ARTICLE 2 – DEFINED TERMS

- 2.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- A. Issuing Office: The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. Bidding Documents Holder: A party recorded by Engineer as having obtained the Bidding Documents as required by the Advertisement for Bids.

ARTICLE 3 – BIDS RECEIVED

- 3.01 Refer to the Advertisement for Bids for information on receipt of Bids.

ARTICLE 4 – LOCATION AND DESCRIPTION OF PROJECT

- 4.01 Refer to Section 01 11 00 – Summary of Work, in the General Requirements for the location and description of the Project.

ARTICLE 5 – COPIES OF BIDDING DOCUMENTS

- 5.01 Refer to the Advertisement for Bids for information on location where Bidders may examine and obtain the Bidding Documents.
- 5.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 5.03 Owner and Engineer in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not grant permission for any other use.

ARTICLE 6 – QUALIFICATIONS OF BIDDERS

- 6.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant, and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 6.02 Bidder shall provide the project name(s), description, scope of work, original contract sum, final contract sum with explanation, and date of completion for each and every similar project undertaken by the firm in the last seven (7) years. Joint ventures must provide similar project experience for each individual joint venture partner. Bidder's Project Manager shall demonstrate minimum five years of experience serving as Project Manager for similar projects. "Similar projects" shall mean water and sewage treatment plant projects where the respondent was the General Contractor with a contract sum of at least \$65,000,000, located at plants with a permitted capacity of at least 15 mgd.
- 6.03 Subcontractors' qualifications shall be commensurate with the complexity of the project.
- 6.04 To demonstrate qualifications to perform the Work, Bidder shall complete and submit with its Bid the Bidder Qualifications Statement. Bidders may be asked to and shall furnish additional data to demonstrate Bidder's qualifications.
- 6.05 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.

- 6.06 Each Bidder must be a Bidding Document Holder. Bids submitted by Bidders not on the list of Bidding Documents (Plan) Holders will not be opened.
- 6.07 Prevailing Wage Rate Requirements
- A. New York State law requires the payment of prevailing wages on the project. Associated wage rates and other relevant information are included in Section 00 76 00. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law.
 - B. The Contractor shall make himself/herself familiar with Labor Law § 220 in its entirety and comply with all requirements as related to this project.
 - C. The Contractor and all Subcontractors must comply with Chapter 31 Article 8 Subsection 220-I of New York State Labor Law, which requires that contractors and subcontractors register with the Bureau of Public Work and Prevailing Wage Enforcement. This registration must be completed prior to December 30, 2024. The Contractor shall submit to the Owner valid certification of registration prior to commencing work.

ARTICLE 7 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

7.01 Subsurface and Physical Conditions

- A. Supplementary Conditions identify:
 - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Engineer in preparation of the Bidding Documents.
 - 2. Drawings of physical conditions relating to existing surface or subsurface structures (except underground Facilities), which are at or contiguous to the Site, that have been utilized by Engineer in preparation of Bidding Documents.

7.02 Underground Facilities – Physical Conditions

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

7.03 Hazardous Environmental Condition

- A. Supplementary Conditions identify: Reports of explorations and tests of hazardous environmental conditions at or contiguous to the Site that have been utilized by Engineer in preparation of the Bidding Documents.
- 7.04 Provisions concerning responsibilities for the adequacy of data, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unforeseen subsurface or physical conditions appear in Paragraphs 4.02, 4.03, 4.04 and 4.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.
- 7.05 Other Related Data (Not Used).
- 7.06 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a Bid. Bidder shall fill all holes and clean up and restore the Site to its original conditions upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all Laws and Regulations relative to such explorations, investigations, tests, and studies.
- A. **Owner will conduct site visits during Owner's normal business hours. Contact the Engineer to schedule:**

**Hazen and Sawyer
Eileen Feldman
498 Seventh Avenue
11th Floor, New York, NY 10018
212 539-7031
efeldman@hazenandsawyer.com**

Requests shall be made at least 72-hours in advance of proposed Site visit and at least five (5) days prior to opening of Bids.⁽¹⁾

- B. **Owner will conduct a site visit following the Pre-Bid Conference.⁽¹⁾**
- 7.07 Reference is made to Section 01 11 00 – Summary of Work for identification of the general nature of other work to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to Bidder, for examination, access to or copies of the contract documents for such other work.

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7.08 It is the responsibility of Bidder, before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents and Addenda (if any);
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to the Laws and Regulations that may affect cost, progress and performance of the Work;
- D. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in Bidding Documents, including "technical data," with respect to the effect of such information, observation, and documents on:
 - 1. The cost, progress and performance of the Work;
 - 2. The means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents; and
 - 3. Bidder's safety precautions and programs;
- E. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents;
- F. Become aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

7.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, or procedures of construction that may be shown or indicated or expressly required by the Bidding

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Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 8 – PRE-BID CONFERENCE

- 8.01 **A MANDATORY pre-Bid Conference will be held on May 5, 2025 local time at 11:00 a.m. at 711 Westchester Avenue, Suite 405, White Plains, NY 10604. A non-mandatory site visit to the project site at 4441 Purchase Street, Harrison, New York 10604 will be held immediately following the meeting. Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda. Oral statements may not be relied upon and will not be binding or legally effective.^{(1) (2)}**

ARTICLE 9 – SITE AND OTHER AREAS

- 9.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by Contractor.

ARTICLE 10 – INTERPRETATIONS AND ADDENDA

- 10.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. To receive consideration, questions must be received by Engineer at least 7 days prior to the date for the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents for receipt not later than three (3) business days prior to the date for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 10.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by Owner or Engineer. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 9.01 of these Instructions to Bidders.

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ARTICLE 11 – BID SECURITY

- 11.01 Bid Security shall be made payable to OWNER, in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified bank check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.
- 11.02 The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by OWNER to CONTRACTOR and the required Contract Security is furnished or the sixty-first day after the Bid opening. Certified checks used as Bid Security of other Bidders will be returned within 7 days of the Bid opening.

ARTICLE 12 – CONTRACT TIMES

- 12.01 The number of days within which or the dates by which the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

ARTICLE 13 – LIQUIDATED AND SPECIAL DAMAGES

- 13.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

ARTICLE 14 – SUBSTITUTE AND "OR EQUAL" ITEMS

- 14.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if accepted by Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which may be supplemented in the General Requirements (Division 1).

- 14.02 Refer to Section 01 25 00 – Substitution Procedures of the General Requirements for the period of time after the Effective Date of the Agreement during which the Engineer will accept applications for substitute items of material or equipment.

ARTICLE 15 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 15.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, other individuals, and entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual, and entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price.
- 15.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 15.03 The Contractor must ensure that all Subcontractors comply with Chapter 31 Article 8 Subsection 220-I of New York State Law, which requires that contractors and subcontractors register with the Bureau of Public Work and Prevailing Wage Enforcement. This registration must be completed prior to commencing work. The Contractor shall submit to the Owner valid certification of registration prior to the Subcontractor commencing work and upon Subcontractor's renewal of certification
- 15.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 16 – PREPARATION OF BIDS

- 16.01 A Bid shall be made on the Bid Form bound in **the Contract and Specifications.**⁽²⁾ The Bid Form shall not be separated from the Bid Submittal Document nor shall it be altered

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in any way. The entire Bid Submittal Document must be submitted. Only the completed Bid Submittal Document is required to be submitted.

16.02 All blanks in the Bid Form shall be completed in ink or by a typewriter and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein. In the case of optional alternatives, the words "No Bid", "No Change", or "Not Applicable" may be entered. Ditto marks shall not be used.

16.03 A Bid shall be executed as stated below.

- A. A Bid by an individual shall indicate the Bidder's name and official address.
- B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be indicated.
- C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be indicated.
- D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary of the corporation. The state of incorporation and the official corporate address shall be indicated.
- E. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be indicated below the signature.
- F. All names shall be typed printed in ink below the signature.
- G. If applicable, the Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or Bidder shall agree in writing to obtain such authority and qualification prior to award of Contract and attach such statement to the Bid.
- H. Contractor's license or registration number, if any, shall be entered in the space provided on the Bid Form.

16.04 Bid shall contain an acknowledgment of the receipt of all Addenda, the numbers of which shall be filled in at the space provided on the Bid Form.

16.05 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be indicated.

16.06 The following listed documents are the Bid Submittal Document and shall be submitted with the Bid. Each document shall be executed in the manner described in Paragraph 15.03 unless another manner is indicated.

- A. Bid Form (Section 00 40 00).
- B. Bid Bond (Section 00 40 11)
- C. Contractor's Qualification Statement (Section 00 43 32)
- D. Non-Collusion Affidavit of Bidder Form (Section 00 43 33)
- E. **Iran Divestment Act Certification (Section 00 45 47) ⁽²⁾**
- F. Certificate of Registration from the Department of Labor in compliance with New York State Law Chapter 31 Article 8 220-i
- G. Signed and dated SRF BABA contractor certification (Section 00 74 00 Attachment 2)
- H. Signed and dated SRF AIS contractor certification (Section 00 74 00 Attachment 3)
- I. Signed and dated certification regarding lobbying (Section 00 74 00 Attachment 4)

ARTICLE 17 – BASIS OF BIDS; COMPARISON OF BIDS

17.01 Single Lump Sum

- A. Bidder shall submit Bid on the basis of single lump sum as set forth in the Bid Form. Bidder shall include write-in bid amounts and allowances as set forth in the Bid Form and as described in Section 01 20 00 – Measurement and Payment.

17.02 Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17.03 Bidder shall include, elsewhere in Bid, costs set forth in Paragraph 11.02.B of the General Conditions to complete the Work associated with the material, equipment, or other designated items to be furnished under cash allowance(s).

ARTICLE 18 – SUBMITTAL OF BID

18.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bids.

⁽¹⁾ **ADDENDUM NO. 2**

⁽²⁾ **ADDENDUM NO. 3**

- 18.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) the name and address of the Bidder and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.
- 18.03 If the Bid is sent by mail or other delivery method, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to the same address as indicated in the Advertisement for Bids.

ARTICLE 19 – MODIFICATION OR WITHDRAWAL OF BID

19.01 Withdrawal Prior to Bid Opening:

- A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

19.02 Modification Prior to Bid Opening:

- A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in Paragraph 18.01.A of these Instructions to Bidders and submit a new Bid.

ARTICLE 20 – OPENING OF BIDS

- 20.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.
- 20.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

ARTICLE 21 – DISQUALIFICATION OF BIDDERS

- 21.01 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 22 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 22.01 All Bids shall remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of that period.

ARTICLE 23 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 23.01 Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be not responsible. Owner also reserves the right to waive any informality not involving price, time or changes in the Work.
- 23.02 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid security.
- 23.03 Owner reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 23.04 In evaluating Bidders, Owner will consider the qualifications of Bidders, whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 23.05 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 23.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 23.07 Owner reserves the right to reject any and all Bids, to waive any informalities or irregularities, and further, reserves the right to accept any Bids or parts of Bids. Owner reserves the right to accept any Bid deemed to be in its best interests even though the Bid chosen may result in the award of the Contract to a Bidder whose Bid is not, on a mathematical basis alone, the low Bid.
- 23.08 If a Contract is to be awarded, Owner will award the Contract to the lowest responsive, best, and responsible Bidder who has neither been disqualified nor rejected pursuant to Article 20 of the Instructions to Bidders or this Article 22.

ARTICLE 24 – CONTRACT SECURITIES

24.01 Performance and Payment Bond shall be in the full amount of the Bid. If a Bidder submitted an acceptable Bid Guaranty and Contract Bond with its Bid, a Performance and Payment Bond is not required. The amounts of and other requirements for Performance and Payment Bonds are stated in Paragraph 5.01 of the General Conditions. The requirements for delivery of Bonds are stated in Paragraph 2.01 of the General Conditions. Additional requirements may be stated in the Supplementary Conditions.

ARTICLE 25 – CONTRACTOR’S INSURANCE

- 25.01 The requirements for Contractor’s insurance are stated in Article 5 of the General Conditions and in the Supplementary Conditions. The requirements for delivery of certificates of insurance and other evidence of insurance are stated in Paragraph 2.01.B of the General Conditions.
- 25.02 Successful Bidder shall within fifteen (15) days from the date of the Notice of Award deliver to Owner, for review and approval, the required policies of insurance. Upon approval, the policies will be returned to the Bidder and Bidder shall submit certificates of insurance and other evidence of insurance to the Owner as stated in the General Conditions.

ARTICLE 26 – SIGNING OF AGREEMENT

26.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner will deliver one fully signed counterpart to Successful Bidder.

ARTICLE 27 – NOTICE TO PROCEED

27.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

ARTICLE 28 – SALES AND USE TAXES

28.01 Refer to the Paragraph SC-6.10 of the Supplementary Conditions for information on Owner’s inclusion and/or exemption from sales and use taxes on materials and equipment to be incorporated into the Work.

ARTICLE 29 – ADDITIONAL REQUIREMENTS

29.01 The Bidder to whom the Contract is awarded shall disclose in writing the knowledge of any business relationship or interest that any Owner employee, an employee's immediate family, or any other contractor or subcontractor of said Successful Bidder may have with the Successful Bidder.

29.02 Local Procurement Protest Procedure:

- A. A protest based upon an alleged violation of the procurement requirement may be filed against the Owner's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Owner's Business Director, David Birdsall. The Owner shall determine the protest. The Owner may request additional information or a hearing in order to resolve the protest.
- B. A protest shall be filed as early as possible during the procurement process but must be received by the Owner no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of non-delivery within the required time period.
- C. A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

END OF INSTRUCTIONS TO BIDDERS

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SECTION 00 74 00
MANDATORY STATE REVOLVING FUND EQUIVALENCY PROJECT TERMS AND
CONDITIONS

Effective October 1, 2023

ISSUED WITH ADDENDUM 3

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Mandatory State Revolving Fund Equivalency Project Terms and Conditions

**For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

Effective October 1, 2023

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

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Equivalency means projects in the amount equal to the funds "directly made available" by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

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 thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212, this does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (DWSRF) projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Disadvantaged Business Enterprises ("DBE") requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, 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.

II. Equal Employment Opportunities (EEO)

- A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.
- E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- F. For federal or federally assisted construction contracts in excess of \$10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE’s prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds “may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor’s Certification on the form attached hereto as [Attachment 2](#) acknowledging 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, steel, manufactured products, and construction materials used in the project be produced in the United States (“BABA Requirement”) including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the BABA Requirement,
- (b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA 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 BABA 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.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 3](#) acknowledging 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 incorporated 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.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

Mandatory SRF Terms and Conditions for Treatment Works and Drinking Water Equivalency Project Funded with NYS CWSRF or DWSRF

- (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 (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 29 CFR § 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 (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. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://sam.gov/content/wage-determinations>.

- (ii)(A) The contracting officer 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 contracting officer shall approve a request for 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;
 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 contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request 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.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt of the request 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 (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 asset for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or 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 Recipient 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. 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 EFC 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 submitted 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 weekly transmittals. 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 <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> 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, for transmission to EFC, EPA if requested by EPA, 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 (or the applicant, sponsor, or owner).

(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 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), 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 (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 (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, 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 Recipient, EFC, or EPA 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 Recipient may by appropriate

instructions require, 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 the Recipient, 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.

For Contracts in Excess of \$100,000:

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 (1) of this section the Contractor and any Subcontractor responsible therefor 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 (1) of this section, in the sum of \$25 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 (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies 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 (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (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 (1) through (4) of this section.
5. 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 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 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 Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 4](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The requirements of this section apply to all Contracts and Subcontracts.

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Specific federal Bipartisan Infrastructure Law (BIL) signage is required for projects receiving financing from BIL.

If Contractor is expected to provide and install an EFC or BIL Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: <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				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Is the Prime Firm certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$ DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: 20% \$	Total: % \$
If fair share objectives are not met, documentation must be attached: <input type="checkbox"/> No Participation <input type="checkbox"/> Short of the DBE Fair Share Objective				
<input type="checkbox"/> Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from [DBE Directories](#) of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. [A log of solicitation results](#), consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Name (Please Type):

Date:

Attachment 2 – BABA Contractor’s Certification



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: _____
Recipient: _____
Project Description: _____

The undersigned certifies, 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 an 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, an officer or employee of Congress, or an employee of 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____

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ISSUED WITH ADDENDUM 3

**SECTION 00 75 00
DAVIS-BACON PREVAILING WAGE RATES**

**Davis-Bacon Act
Schedule of Prevailing Wages**

Note: This Contract is funded under the New York State Revolving Loan Program (SRF), and is subject to the prevailing wages under NYS Labor Law Section 220 and the prevailing wages under United States Davis-Bacon Act. If there is a conflict between the wage rate set forth by the Davis Bacon Act or the wage rate established pursuant to §220 of the NYS Labor Law, the contractor shall pay the higher rate.

The prime contractor and its subcontractors shall pay the applicable and lawful prevailing wages and supplements to workers at the time work is performed. Changes in wage rates and supplements resulting from changes to the applicable and lawful prevailing wage schedules shall not be the basis for a change in the contract price.

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"General Decision Number: NY20250017 04/25/2025

Superseded General Decision Number: NY20240017

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), AND HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/28/2025
3	03/14/2025
4	04/25/2025

ASBE0091-003 06/03/2024

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Duties limited to preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials whether they contain asbestos or not from mechanical systems).....\$ 45.37		48.65
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical sytems).....\$ 45.37		48.65

* BOIL0005-001 01/01/2025		

	Rates	Fringes
BOILERMAKER.....\$ 68.88		49.83+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

BRNY0001-003 06/01/2018

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.96	33.38

BRNY0004-001 01/01/2024

	Rates	Fringes
MARBLE MASON.....	\$ 63.47	39.89

BRNY0005-006 06/01/2023

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
BRICKLAYER Bricklayers, Stone Masons, Cement Masons, Plasterers, Pointers, Caulkers and Cleaner.....	\$ 46.39	37.45

BRNY0005-007 06/01/2023

BUILDING/RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 45.89	37.45

BRNY0007-001 12/02/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 49.59	34.25
TERRAZZO WORKER/SETTER.....	\$ 64.62	37.63

BRNY0007-002 12/02/2024

	Rates	Fringes
TILE FINISHER.....	\$ 49.59	34.25

BRNY0020-001 01/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 49.92	37.08

BRNY0024-001 01/01/2024

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS.....	\$ 47.65	31.00

BRNY0052-001 12/04/2023

	Rates	Fringes
Tile Layer.....	\$ 63.98	36.82

CARP0279-001 07/01/2024

	Rates	Fringes
Carpenters:		
Building.....	\$ 49.38	31.22
Heavy & Highway.....	\$ 49.38	31.22
Residential.....	\$ 32.46	20.35

CARP0740-001 07/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 59.35	58.67

CARP1556-007 07/01/2024

	Rates	Fringes
Diver Tender.....	\$ 55.00	55.84
Diver.....	\$ 75.46	55.84

CARP1556-009 07/01/2024

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 60.59	55.84

CARP1556-011 07/01/2024

	Rates	Fringes
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Carpenters:

TIMBERMEN.....	\$ 55.59	55.41
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CARP2287-001 07/01/2024

Rates	Fringes
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Carpenters:

Soft Floor Layers.....	\$ 57.05	48.33
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ELEC0003-003 04/18/2024

Rates	Fringes
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ELECTRICIAN (Teledata

Technician).....	\$ 56.75	71.84%+17.75
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a. \$2.00 per hour not to exceed \$14.00 per day.

ELEC1249-001 05/01/2023

Rates	Fringes
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ELECTRICIAN (LIGHTING AND
TRAFFIC SIGNAL WORK Including
any and all Fiber Optic Cable
necessary for Traffic Signal
Systems, Traffic monitoring
systems and Road Weather
Information systems)

Flagman.....	\$ 32.84	7%+35.40
Ground Digging Machine Operator.....	\$ 49.26	7%+35.40
Ground Truck Driver.....	\$ 43.78	7%+35.40
Tractor, Trailer Unit.....	\$ 46.52	7%+35.40
Lineman & Technician.....	\$ 54.73	7%+38.40
Mechanic.....	\$ 43.78	7%+35.40

FOOTNOTE:

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

ELEC1249-006 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION)		
Substation and switching structures pipetype cable, underground fuil and gas filled transmission conduit and cable installation, fiber optic ground wire, fiber optic shield wire or any other like product having ground protection or fiber optic capabilities, maintenance jobs or projects; rail- road catenary installation and maintenance bonding of rails; Overhead & underground distribution work & Maintenance; Overhead and under- ground transmission line work:		
Cable Splicer.....	\$ 65.90	7%+38.40
Flagman.....	\$ 35.95	7%+35.40
Groundman digging machine operator.....	\$ 53.92	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 50.92	7%+35.40
Groundman truck driver;....	\$ 47.93	7%+35.40
Lineman & Technician.....	\$ 59.91	7%+38.40
Mechanic.....	\$ 47.93	7%+35.40

PAID HOLIDAYS:

a. New Year's Day, President's 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.

ELEC1249-009 01/01/2025

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION)		

TELEPHONE, CATV
FIBEROPTICS CABLE AND
EQUIPMENT

Cable Splicer.....	\$ 40.81	3%+5.77
Groundman.....	\$ 20.53	3%+5.77
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 38.73	3%+5.77

ELEV0001-002 03/17/2022

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 75.14	47.446+a+b
Modernization and Repair....	\$ 59.09	45.564+a+b

FOOTNOTE:

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

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ELEV0138-003 01/01/2025

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 73.07	38.435+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.

ENGI0137-005 03/04/2024

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A.....	\$ 59.04	31.32+a
GROUP 1-B.....	\$ 54.41	31.32+a
GROUP 2-A.....	\$ 56.97	31.32+a
GROUP 3-A.....	\$ 54.88	31.32+a
GROUP 3-B.....	\$ 52.25	31.32+a
GROUP 4-A.....	\$ 54.33	31.32+a
GROUP 4-B.....	\$ 45.94	31.32+a
GROUP 5.....	\$ 49.53	31.32+a
GROUP 5-A.....	\$ 61.95	31.32+a
GROUP 5-B.....	\$ 47.00	31.32+a
GROUP 6.....	\$ 49.26	31.32+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 hlift 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; conveyor 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

 ENGI0137-006 03/04/2024

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 68.63	35.25+a
GROUP 1-A.....	\$ 60.42	35.25+a
GROUP 1-B.....	\$ 63.70	35.25+a
GROUP 2-A.....	\$ 57.84	35.25+a
GROUP 2-B.....	\$ 59.67	35.25+a
GROUP 3.....	\$ 56.81	35.25+a
GROUP 4-A.....	\$ 51.57	35.25+a
GROUP 4-B.....	\$ 44.19	35.25+a
GROUP 5.....	\$ 64.02	35.25+a
GROUP 5-A-1.....	\$ 64.02	35.25+a
GROUP 5-A-2.....	\$ 77.82	35.25+a
GROUP 5-A-3.....	\$ 75.13	35.25+a
GROUP 5-A-4.....	\$ 70.41	35.25+a
GROUP 5-A-5.....	\$ 59.19	35.25+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 \$3.00 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

IRON0040-001 01/01/2025

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 58.45	90.77

IRON0046-003 07/01/2024

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND		
REINFORCING IRONWORKERS.....	\$ 56.95	44.30

IRON0197-001 07/01/2024		

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN.....	\$ 60.40	60.14

IRON0580-001 07/01/2024		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 47.65	65.75

LAB00060-002 03/31/2024		

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 50.62	27.93
GROUP 2.....	\$ 49.27	27.93
GROUP 3.....	\$ 48.87	27.93
GROUP 4.....	\$ 48.52	27.93
GROUP 5.....	\$ 48.17	27.93
GROUP 6.....	\$ 41.82	27.93
GROUP 7.....	\$ 50.17	27.93
SHAFT AND TUNNEL IN FREE		
AIR		
GROUP 1.....	\$ 55.65	35.60
GROUP 2.....	\$ 57.80	35.60
GROUP 4.....	\$ 64.20	35.60

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Blasters.

GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway (Steel), Asphalt Screedman, Asphalt Raker.

GROUP 3: Asphalt Curb Machine Operator, Jeep Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pneumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power

buggy operator, power wheelbarrow operator.

GROUP 4: General concrete laborers-anything pertaining to concrete, aggregate or concrete material handling, puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Outside laborers

GROUP 2: Blaster, Concrete and form setters, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators, Puddlers, Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring, Laborers, Powder carriers, signalmen, and Brakemen

GROUP 4: Miners

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

LAB00235-001 05/01/2024

BUILDING

	Rates	Fringes
LABORER.....	\$ 43.40	31.45

LAB00235-002 05/01/2024

RESIDENTIAL

	Rates	Fringes
LABORER.....	\$ 42.40	19.30

PAIN0009-003 05/01/2024

	Rates	Fringes
PAINTER		
GLAZIERS.....	\$ 49.00	55.75
Painters, Paperhanger, Drywall Finishers & Lead Abatement Worker.....	\$ 44.00	42.44
Spray, Scaffold, Sandblasting.....	\$ 47.00	42.44

PAIN0806-001 10/01/2024

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 56.25	55.14

PLUM0021-003 05/01/2024

	Rates	Fringes
Plumber and Steamfitter		
Zone 1.....	\$ 63.76	43.61

ROOF0008-003 05/01/2024

	Rates	Fringes
ROOFER.....	\$ 48.50	38.87

SFNY0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 53.34	31.36

SHEE0038-001 07/01/2024

	Rates	Fringes
Sheet metal worker.....	\$ 53.22	46.20

TEAM0456-001 07/01/2024

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 50.51	38.08+a
GROUP 2.....	\$ 47.76	38.08+a
GROUP 3.....	\$ 48.21	38.08+a
GROUP 4.....	\$ 48.38	38.08+a
GROUP 5.....	\$ 47.88	38.08+a
GROUP 6.....	\$ 48.51	38.08+a
GROUP 7.....	\$ 49.26	38.08+a
GROUP 8.....	\$ 49.63	38.08+a
GROUP 9.....	\$ 49.13	38.08+a
GROUP 10.....	\$ 49.76	38.08+a
GROUP 11.....	\$ 49.51	38.08+a

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

GROUP 1: Lowboy (carrying equipment)
GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
GROUP 3: Fuel and tire trucks.
GROUP 4: Tractor trailers (all types)
GROUP 5: 14 Wheeler
GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
GROUP 7: Darts.
GROUP 8: RXS
GROUP 9: Off Road Equipment (Under 40 Tons): Euclid
GROUP 10: Off Road Equipment (Over 40 Tons) Euclid, DJB
GROUP 11: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, President's Day, Decoration Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after 10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3 weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to

employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calander year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calander year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute \$.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional \$.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

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SECTION 09 29 00
GYPSUM DRYWALL SYSTEM

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Furnish all labor, materials, equipment and appliances required for the complete execution of Work as shown on the Drawings and specified herein

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 05 40 00 – Cold-Formed Metal Framing
- B. Section 07 21 00 – Thermal Insulation
- C. Section 07 26 13 – Above-Grade Vapor Retarders
- D. Section 07 84 00 - Firestopping
- E. Section 09 31 13 – Thin Set Porcelain Tile
- F. Section 09 91 00 – Painting

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of these specifications, the Work shall conform to the applicable requirements of the following documents:
 - 1. ASTM C-1325 – Standard Specification for Fiber-Mat Reinforced Cementitious Backer Units
 - 2. ASTM C-1396 – Specification of Gypsum Board
 - 3. ASTM C-840 – Specification for Application and Finishing of Gypsum Board
 - 4. ASTM C-854 – Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Board

1.04 SUBMITTALS

- A. In accordance with the procedures and requirements set forth in the Section 01 33 00 – Submittal Procedures, submit the following:
 - 1. Product information on each item specified.

2. Metal stud span tables or engineered calculations showing proper size and gauge for spans and anticipated loads.

1.05 SHIPPING, HANDLING AND STORAGE

- A. Store materials in a completely enclosed area. Remove from the site and do not use gypsum board, and accessories, which get wet.
- B. Stack gypsum wallboard flat with sufficient support underneath to avoid sagging. Take precautions to avoid damage to edge, corners and surfaces.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Specifications, provide products from one of the following manufacturers:
 1. United States Gypsum Co.
 2. National Gypsum Co.
 3. Georgia Pacific

2.02 MATERIALS

- A. Regular Gypsum Board: 5/8-inch thick or thickness as shown on Drawings, with long edges tapered on the face side, and conforming to ASTM C-1396.
- B. Fire Retardant Gypsum Board: 5/8-inch thick or thickness as shown on Drawings, with square edges conforming to ASTM C-1396 and fire rated by Underwriters Laboratories. Provide at rated partitions.
- C. Moisture Resistant Gypsum Board: 5/8-inch thick or thickness as shown on Drawings, with tapered edges on the face side and conforming to ASTM C-630. Provide in kitchen, toilet, laboratories, janitors, water foundation areas where finish is indicated as paint.
- D. Water Resistant Gypsum Ceiling Board: 1/2-inch gypsum core ceiling board with additives to enhance the sag resistance of the core and surfaced with paper, with tapered edges.
- E. Exterior Gypsum Sheathing: 5/8-inch fiberglass mat-faced gypsum sheathing, with square edges conforming to ASTM C1177, Type X.
 1. Basis of Design: USG DensGlass Sheathing by USG Corporation, LLC.
 2. Racking Strength, ASTM E72: not less than 654 psf, dry.

3. Flexural Strength, ASTM C1177: 100 lbf, parallel.
 4. Humidified Deflection, ASTM C1177: not more than 1/8-inch.
 5. Permeance, ASTM E96: not less than 17 perms.
 6. R-value, ASTM C518: 0.67.
 7. Mold Resistance, ASTM D3273: 10.
 8. Microbial Resistance, ASTM D6329: will not support microbial growth.
- F. Exterior Gypsum Soffit Board: 1/2-inch gypsum core soffit panel with additives to enhance sag resistance of the core and surfaced with water repellant paper, tapered edges and complying with ASTM C931.
- G. Tile Cementitious Backer Board: 5/8-inch thick or thicknesses as shown on Drawings, with glass mesh and reinforced edges and conforming to ASTM D3273. Provide where porcelain tile finish is indicated.
1. Basis of Design: USG Durock Cement Board by USG Corporation, LLC.
 2. Classification: Cementitious Backer Units: ANSI A118.9, ASTM A108.11 and ASTM C1325 provide with manufacturer's standard edge.
 3. Thickness: 5/8-inch.
 4. Board Dimensions: 3-feet (914 mm) wide by 5-feet (1524 mm) long
 5. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- H. Metal Trim: 26 gauge galvanized steel, manufactured by United States Gypsum under the following numbers.
1. Ceiling Trim: No. 200-B
 2. Castings: No. 200-A
 3. Outside Corner Trim: No. 103
 4. Control Joints: No. 093
- I. Tape and Joint Compound: As approved by manufacturer of gypsum board.
- J. Screws and other fastenings: Type S-12 bugle head with length at least 3/8 inch longer than thickness of gypsum board.
- K. Adhesive: As approved by manufacturer of gypsum board.

L. Metal framing for interior non-load bearing walls under 12'-0" high. See Section 05 40 00 – Cold-Formed Metal Framing for other metal stud walls. Interior walls shall be designed to support 5 psf load and as required by Building Code and loads associated with equipment, casework, etc. mounted to wall.

1. Studs: 3-5/8 inch C-shaped, minimum 20 gage unless shown otherwise on Drawings, galvanized steel and complying with ASTM C-645. Flange width shall be 1 1/4 inch minimum. Use size shown on Drawings or as required to conceal electrical conduit, electrical boxes, structural steel, HVAC ducts, etc. Gauge and size shall be verified with tables or engineered calculations.
2. Track: U-shaped track with 1-1/4 inch legs, minimum 20 gage unless shown on Drawings, galvanized steel complying with ASTM C-645. Size as required by studs.
3. Main Furring Channels: 1½ inch cold rolled steel channel, 0.054 inch, galvanized steel.
4. Cross Furring Channels: ¾ inch cold rolled steel channel, 0.054 inch, galvanized steel.
5. Rigid Furring Channel: 7/8 or 1½ inch hat channel, minimum 25 gage unless shown on Drawings, galvanized steel and conforming to ASTM C-645. Use size as required to conceal electrical conduit, electrical boxes, pipes, etc.
6. Z-Furring Channels: Z-shaped channels with a minimum base steel of 25 gage unless shown on Drawings, galvanized, and complying with ASTM C645. Size as indicated on Drawings.

M. **Access Panels:**

1. **Interior: Provide 12"x12", unless otherwise shown, access panels by Babcock, Milcor, Acudor, or equal. Provide in walls or ceilings where access to valves, dampers or require access through a gypsum drywall wall or ceiling system. Panels shall be galvanized and primed. Provide access panels will fire rating where installed in a fire rated assembly. Provide with continuous hinge on one side and a screwdriver operated latch on the other side.**
2. **Exterior: Provide 36"x60", unless otherwise shown, walk-thru flush access door by Nystrom, Babcock, Acudor, or equal. Provide weatherproof assembly, with face of door fit flush with frame and with exposed frame. Door material shall be Galvannealed, 24 gauge, with paint grip finish. Include extruded door gaskets and nominal 1-3/4-inch thick closed-cell polyurethane insulation to R-4 value, continuous stainless-steel hinge, and locking handle with mortise lock prep to be keyed in accordance with Section 08 71 01 –**

Finish Door Hardware. Walk-thru access door frame, in .080-inch 6063-T5 Extruded Aluminum, shall be mounted to exterior backup wall system and include minimum 1-inch flange. Door shall be painted in accordance with Section 09 91 00 - Painting.⁽¹⁾

PART 3 – EXECUTION

3.01 PRELIMINARY

- A. Verification: Examine all Drawings covering the work of this Section and refer to other Drawings which may affect this work or require coordination by this trade. Execution of work of this trade constitutes acceptance of adjoining work and other conditions as being satisfactory in every respect. Later claims of defects in such cases will not constitute relief in any way from the requirement of the Specifications.
- B. Cooperation: Cooperate with all trades supplying materials or performing work in connection with the work under this Section to those of other trades whose work is affected. Provide to the job items required to be built into the work in ample time to avoid delaying the normal progress of such other work.
- C. Installation of metal framing shall be in accordance with metal framing manufacturer's requirements. Install supplementary framing, blocking, and bracing in metal framing system wherever walls or partitions are indicated to support fixtures, equipment, services, case work, heavy trim and furnishings, and similar work requiring attachment to wall or partition. Where type of supplementary support is not otherwise indicated, comply with metal framing manufacturer's recommendations and industry standards, considering weight or loading resulting from each item supported.

3.02 INSTALLATION

- A. Unless otherwise specified, methods of installation shall be in accordance with the requirements of the GA 216, the Gypsum Association, and the approved manufacturer.
- B. Minimum temperature in areas where gypsum board is to be installed shall be 65 degrees F for 24 hours before, during, and after installation. Provide adequate heat and ventilation to remove any moisture.
- C. Butt all wallboard joints loosely together. Butt ends shall not be placed against tapered edges. Gap at end joints shall be 1/8-inch minimum.
- D. Install in maximum practical lengths to span walls without butt joints. If butt joints do occur, stagger joints and locate as far as possible from center of walls.
- E. Support end joints on framing members. Apply end joints compounds to back of board along end joints.

⁽¹⁾ **ADDENDUM NO. 3**

- F. No end joints shall align with edges of openings. Install expansion and/or control joints where shown or required.
- G. Install metal trim at doors, corners, edges and elsewhere as shown in accordance with the manufacturer's instructions and recommendations.
- H. Openings cut in wallboard to fit mechanical and electrical items shall fit snugly and be small enough to be covered by escutcheons and plates. Both face and back paper shall be cut when cutouts are not made with a saw.
- I. Adhesive and joint finishing compounds shall be mixed in strict accordance with the manufacturer's instructions. Mix only enough at one time to be used during the recommended pot life of the compound.
- J. Fasteners shall be installed as follows:
 - 1. Install no closer than 3/8-inch to end or edge.
 - 2. Begin from center of wallboard and proceed to outer edge.
 - 3. Pressure shall be applied on wallboard adjacent to fasteners being driven to ensure a tight fit of wallboard to the support without puncturing the paper.
- K. Drive screws with a power screwdriver as recommended by the manufacturer. Surface of head shall finish below the surface of the paper without puncturing the paper.
- L. Where Gypsum Board is adhered directly to a masonry substrate, scrape, clean and remove all loose particles, dust, oil, grease or other foreign material as required or recommended by adhesive and gypsum board manufacturer. Apply adhesive according to manufacturer's recommendations and instructions. Place gypsum board, hold with temporary blocking if required and recommended by manufacturer, so panels are straight, plumb and in proper alignment.
- M. Install continuous sound absorbing blanket in partitions indicated on the Drawings. Installation shall be in accordance with manufacturer's directions.
- N. Cutting and Fitting: Do all cutting and fitting of the work of this Section as required for the installation of the work of other trades. Do all cutting and fitting in a neat manner, and leave all work in a first-class and presentable condition.
- O. Cleaning: At all times during the progress of the work keep all parts clean and remove all rubbish and debris caused by the work of this Section. Upon completion, remove any and all protective coatings, clean off all parts of the work of this Section and leave the entire installation in presentable and orderly condition.

- P. Defective Work: All defective, damaged, defaced or other work of sub-standard quality shall be replaced with new work in accordance with this Specifications, at no additional cost to the Owner.

3.03 JOINT TREATMENT AND FINISH

- A. Execute joint treatment in accordance with the manufacturer's printed instructions and the Specifications. Provide a minimum level 4 finish in accordance with ASTM C-840.
- B. A second and third coat of joint compound or joint finishing compound shall be applied to corner beads, tape and screws after each preceding coat has been allowed to thoroughly dry. Coats shall be spread over tape and the tapered portion of edge and feathered out at the edge.
- C. Sand compound when thoroughly dry; avoid roughing surfaces of finish wallboard.
- D. Leave all surfaces smooth and uniform, ready to receive paint.

3.04 PATCHING AND REPAIRING

- A. After trim is applied, correct all surface damage and defects as required, to the Engineer's satisfaction, so that blemishes will not show through the decoration.
- B. If, in the opinion of the Engineer, the wallboard is unrepairable, remove same and replace it with new material at no extra cost to the Owner.

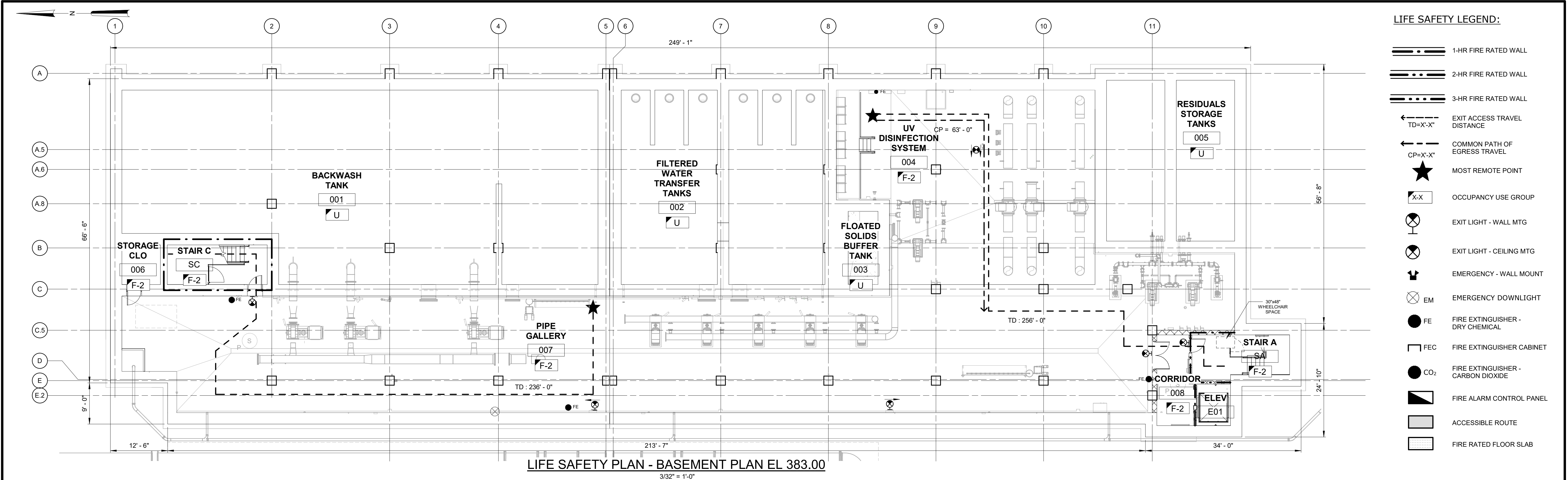
3.05 INSPECTION

- A. Wall surfaces, when prepared for painting, or other finish materials, shall be inspected and approved before proceeding further.
- B. Wall surfaces shall be prepared and painted in accordance with Section 09 91 00 – Painting.

END OF SECTION

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Attachment B – Revised Drawings



LIFE SAFETY PLAN - BASEMENT PLAN EL 383.00

BUILDING CODE ANALYSIS 2020 BUILDING CODE OF NEW YORK STATE		
CH=Chapter, HR=hours, IN=Inches, Max=Maximum, Min=Minimum, NA=Not Applicable, NFPA=National Fire Protection Association, NR=Not Required, NS=Non-sprinklered, OL=Occupant Load, S=Sprinklered, S1=Sprinklered maximum one story above grade plane, SF=Square Feet, SM=Sprinklered two or more stories above grade plane, SQ=Square		
CODE ITEM	CODE REFERENCE	PROPOSED WATER FILTRATION PLANT AND USE
OCCUPANCY CLASSIFICATION AND USE	CH 3	PROPOSED CLASSIFICATION AND USE
	SECTION 306 FACTORY INDUSTRIAL GROUP F-2	GROUP F-2 PROCESS AND PROCESS OPERATIONS, ACCESSORY USE: BUILDING IS OF NON-COMBUSTIBLE MATERIALS THAT ARE PROCESSING WATER
ACCESSORY OCCUPANCIES	SECTION 307 HIGH-HAZARD GROUP H	GROUP H-4 CHEMICAL STORAGE
	SECTION 312 UTILITY AND MISC GROUP U	GROUP U WATER FILLED TANKS
CONSTRUCTION TYPE	CH 5	GROUP B ACCESSORY TO F-2
	SECTION 508.2.3 AGGREGATE ACCESSORY OCCUPANCIES SHALL NOT OCCUPY MORE THAN 10 PERCENT OF THE FLOOR AREA OF THE STORY IN WHICH THEY ARE LOCATED AND SHALL NOT EXCEED THE TABULAR VALUES FOR NONSPRINKLERED BUILDINGS IN TABLE 508.2 FOR EACH SUCH ACCESSORY OCCUPANCY.	GROUP F-2 - 24,391 SF GROUP B - 346 SF 346 SF < 2,439 SF
BUILDING HEIGHT (STORIES)	CH 5 TABLE 504.3 ALLOWABLE BUILDING HEIGHT IN FEET ABOVE GRADE PLANE	PROPOSED
	GROUP F-2, B ACCESSORY	75'-0" (S) 35'-0" (S)
BUILDING AREA	CH 5 TABLE 504.4 ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE	PROPOSED
	GROUPS F-2, B ACCESSORY	4 (S) 2 (S)
TOTAL BUILDING AREA = 37,628 SF	GROUP H-4	1 (S)
	GROUP U	3 (NS) 1 (NS)
TOTAL OCCUPANT LOAD	CH 5 TABLE 506.2 ALLOWABLE AREA FACTOR	ALLOWED PROPOSED
	GROUP F-2, B ACCESSORY	69,000 SF 31,406 SF (SM)
TOTAL OCCUPANT LOAD	GROUP H-4	70,000 SF 4,988 SF (S1)
	GROUP U - THIS IS THE TOTAL SPACE OF ALL PROPOSED CONCRETE TANKS FILLED WITH WATER, SEPARATED BY MIN. 24" THICK CONCRETE WALLS, UN-OCCUPYABLE SPACE FOR HOUSING OF EQUIPMENT AND WITH LIMITED ACCESS FOR OCCASIONAL MAINTENANCE ONLY; CONCRETE TANK WALLS AND SLABS ARE NON-COMBUSTIBLE CONSTRUCTION; CONCRETE TANKS SPACES ARE INDIVIDUAL FIRE AREAS	8,500 SF (NS) 1,234 SF (NS)

FIRE RESISTANCE RATING REQUIREMENTS			
CONSTRUCTION CLASSIFICATION	CH 6 TABLE 601 FIRE RESISTANCE RATINGS	RATING	
		REQUIRED	PROPOSED
PRIMARY STRUCTURAL FRAME	TYPE IIB	0HR	0HR
BEARING WALLS (EXTERIOR AND INTERIOR)	TYPE IIB	0HR	0HR
NONBEARING WALLS (INTERIOR)	TYPE IIB	0HR	0HR
FLOOR CONSTRUCTION	TYPE IIB	0HR	0HR
ROOF CONSTRUCTION	TYPE IIB	0HR	0HR
EXTERIOR WALL	CH 6 TABLE 602 FIRE RESISTANCE RATINGS BASED ON FIRE SEPARATION DISTANCE (FT)	REQUIRED	PROPOSED
	GROUP H X > 30'	0 HR	0 HR
OPENING PROTECTIVES	CH 7 TABLE 716.1(2) OPENING FIRE PROTECTION ASSEMBLIES, RATINGS AND MARKINGS	YES - DOORS AT FIRE RATED WALLS	≤100 SQ. IN. DOOR VISION PANEL
	CH 5 TABLE 508.4 SEPARATION BETWEEN OCCUPANCIES	REQUIRED	PROPOSED
SEPARATION OF OCCUPANCIES	F-2 AND H-4	2 HR	2 HR
	F-2 AND B ACCESSORY	NR	0 HR
CALCULATED OCCUPANT LOAD - CHAPTER 3 AND TABLE 1004.5			
USE GROUP OR SPACE DESCRIPTION PER CHAPTER 3	TABLE 1004.5 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT		
	(a) FLOOR AREA (SF)	(b) LOAD FACTOR	(ab) OCCUPANT LOAD
F-2	47,495 SF	300 GROSS	159
F-2 ACCESSORY BUSINESS	988 SF	150 GROSS	7
F-2 ACCESSORY LOCKERS	512 SF	50 GROSS	11
F-2 ACCESSORY CONFERENCE	346 SF	20 NET	18
H-4	4,988 SF	300 GROSS	17
U	TANKAGE - NO OCCUPANCY	NA	0
TOTAL OCCUPANT LOAD			212

NOTE:

THE INFORMATION CONTAINED WITHIN THE CODE COMPLIANCE DRAWINGS A-002, A-003, AND A-004 ARE FOR BUILDING DEPARTMENT USE AND INFORMATION ONLY. WHILE THESE DRAWINGS DO NOT CONSTITUTE WORK OF THE CONTRACT, THEY ARE PROVIDED FOR THE PURPOSES OF DOCUMENTING CODE COMPLIANCE REQUIREMENTS THAT MAY IMPACT PERMITTING, SPECIAL INSPECTIONS, COORDINATION OF WORK, SEQUENCE OF CONSTRUCTION, SCHEDULING OR OTHER CONTRACTOR MEANS AND METHODS FOR EXECUTING THE PROJECT.

EGRESS REQUIREMENTS - CHAPTER 10			
COMMON PATH OF EGRESS TRAVEL	TABLE 1006.2.1 SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY	ALLOWED	
		REQUIRED	PROPOSED
EGRESS FROM STORIES	OCCUPANCY F (S)	100'-0" MAX OL = 49 MAX	SEE PLANS OL = 10 MAX
	ACCESSORY OCCUPANCY B (S)	100'-0" MAX OL = 49 MAX	SEE PLANS OL = 7 MAX
ACCESSIBLE EGRESS	OCCUPANCY H-4 (S)	75'-0" MAX OL = 10	SEE PLANS OL = 5 MAX
	TABLE 1006.3.2 MINIMUM NUMBER OF EXITS PER STORY	REQUIRED	PROPOSED
DOORS	OCCUPANT LOAD 1-500	2 EXITS	2 EXITS MIN
	SECTION 1009.2 CONTINUITY AND COMPONENTS:	YES	YES
HANDRAIL	1. ACCESSIBLE ROUTES		
	2. INTERIOR EXIT STAIRWAYS		
CORRIDOR	SECTION 1009.3.2 STAIRWAY WIDTH OF 48" BETWEEN HANDRAILS	NO	NO
	EXCEPTION 1: THE CLEAR WIDTH OF 48" BETWEEN HANDRAILS IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1.		
INTERIOR EXIT STAIRWAYS	SECTION 1009.3.3 AREA OF REFUGE	NO	YES - WITHIN ENLARGED STAIR LANDING
	EXCEPTION 2: AREAS OF REFUGE ARE NOT REQUIRED AT STAIRWAYS IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1.		
EXIT DISCHARGE	SECTION 1010.1.1 MINIMUM CLEAR OPENING WIDTH	32" MIN	36" MIN
	SECTION 1010.1.1.1	YES	YES
EXIT ACCESS TRAVEL DISTANCE	SECTION 1011.2 STAIRWAYS WIDTH AND CAPACITY	44" MIN 36" IF OL < 50	44" MIN OL = 71 MAX
	SECTION 1014.2. HANDRAIL HEIGHT	34" MIN 36" MAX	34" MIN 36" MAX
EXIT DISCHARGE	SECTION 1015.3 GUARDRAIL HEIGHT	42" MIN	42" MIN
	TABLE 1020.2	<50 OL=36" MIN	36" MIN OL = 35 MAX
EXIT ACCESS TRAVEL DISTANCE	SECTION 1023.1 EXTENSION WHERE INTERIOR EXIT STAIRWAYS ARE EXTENDED TO AN EXIT DISCHARGE BY AN EXIT PASSAGEWAY, THE INTERIOR EXIT STAIRWAY SHALL BE SEPARATED FROM THE EXIT PASSAGEWAY BY A FIRE BARRIER CONSTRUCTED IN ACCORDANCE WITH SECTION 707 OR A HORIZONTAL ASSEMBLY CONSTRUCTED IN ACCORDANCE WITH SECTION 711, OR BOTH. THE FIRE-RESISTANCE RATING SHALL BE NOT LESS THAN THAT REQUIRED FOR THE INTERIOR EXIT STAIRWAY.	ALLOWED	PROPOSED
	SECTION 1028.1 EXITS SHALL DISCHARGE DIRECTLY TO THE EXTERIOR OF THE BUILDING EXCEPT 1: NOT MORE THAN 50% INTERIOR EXIT STAIRWAYS PERMITTED TO EGRESS THROUGH AREAS ON LEVEL OF DISCHARGE PROVIDED CONDITIONS 1.1 THROUGH 1.4 ARE MET.	YES	YES < 50% OF INTERIOR EXIT STAIRWAYS PERMITTED TO EGRESS THROUGH AREAS ON LEVEL OF DISCHARGE PROVIDED CONDITIONS 1.1 THROUGH 1.4 ARE MET.
EXIT ACCESS TRAVEL DISTANCE	TABLE 1017.2	ALLOWED	PROPOSED
	OCCUPANCY F-2 (S)	400'-0"	SEE PLANS
EXIT ACCESS TRAVEL DISTANCE	ACCESSORY OCCUPANCY B (S)	300'-0"	SEE PLANS
	OCCUPANCY H-4 (S)	175'-0"	SEE PLANS

ACCESSIBILITY - CHAPTER 11		
CH 11 SECTION 1102 (ICC A117.1)	REQUIRED	PROPOSED
SECTION 1103 - SCOPING REQUIREMENTS	YES	YES - GROUP B ACCESSORY
SECTION 1103.2.4 UTILITY BUILDINGS	NO	NO
SECTION 1103.2.9 EQUIPMENT SPACES	NO	NO
LIFE SAFETY SYSTEM REQUIREMENTS		
EMERGENCY LIGHTING	REQUIRED	PROPOSED
EXIT SIGNS	CH 10 SECTION 1008	YES
AUTOMATIC SPRINKLERS	CH 10 SECTION 1013	YES
SEE TOWN/VILLAGE OF HARRISON TABLE BELOW	CH 9 SECTION 903.2 GROUP F-2	NO
CH 9 SECTION 903.2.5 GROUP H-4	YES	YES
	YES	YES
CH 9 SECTION 903.3.1.1 EXEMPT LOCATIONS	NO	NO
	EXEMPT	EXEMPT AT ELECTRICAL ROOMS
NFA 13.9.2.6 SPRINKLERS SHALL NOT BE REQUIRED IN ELECTRICAL EQUIPMENT ROOMS WHERE ALL OF THE FOLLOWING CONDITIONS ARE MET:	NO	NO
	EXEMPT	EXEMPT AT ELECTRICAL ROOMS
PORTABLE FIRE EXTINGUISHER	YES (TYPE ABC)	YES (TYPE ABC)
	YES	YES
FIRE ALARM	YES	YES
	YES	YES
STRUCTURAL AND SEISMIC DESIGN LOADS		
SEE STRUCTURAL DRAWINGS		

2020 NEW YORK STATE PLUMBING CODE						
TABLE 403.1 MIN NUMBER OF REQUIRED PLUMBING FIXTURES						
CLASSIFICATION	OCCUPANT LOAD	WATER CLOSETS	URINALS	LAVS	DRINKING FOUNTAIN	SERVICE SINK
BUSINESS ACCESSORY	25	1	1	1	1	1
FACTORY AND INDUSTRIAL	176	2	50% OF REQUIRED WATER CLOSETS	2	1	1
CHEMICAL STORAGE AND WATER FILLED TANKS WILL NOT BE OCCUPIED						
TOTAL REQUIRED	3	0	0	2	2	2
TOTAL PROPOSED	3	1	3	2	2	2

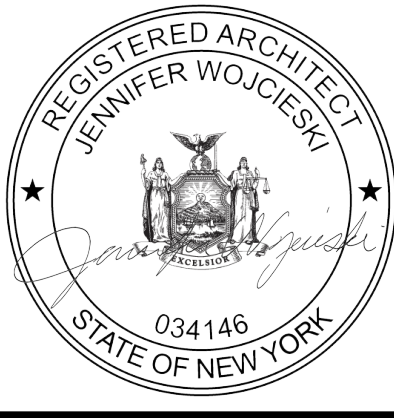
TOWN/VILLAGE OF HARRISON			
TOWN CODE, PART IV: GENERAL LEGISLATION			
CHAPTER 143 FIRE PREVENTION	SECTION 143-28 BUILDINGS REQUIRED TO HAVE FIRE SPRINKLER SYSTEMS.	REQUIRED	PROPOSED
		YES	YES
	A. ANY BUILDING CONSTRUCTED AFTER EFFECTIVE DATE OF THIS LAW SHALL BE REQUIRED TO HAVE A FIRE SPRINKLER SYSTEM APPROVED BY THE FIRE INSPECTOR/FIRE MARSHAL OR HIS DULY AUTHORIZED REPRESENTATIVE BEFORE INSTALLATION. THE SYSTEM SHALL MEET THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS AS REFERENCED IN THE NEW YORK STATE UNIFORM CODE.		
	SECTION 143-31 EXCEPTIONS.	NO	NO
	A. FIRE SPRINKLERS SHALL NOT BE REQUIRED TO BE INSTALLED IN SPACES WHERE THE DISCHARGE OF WATER WOULD BE HAZARDOUS OR DAMAGING TO EQUIPMENT. IN SUCH PLACES OTHER APPROVED FIRE-EXTINGUISHING EQUIPMENT SHALL BE PROVIDED, AS APPROVED BY THE HARRISON BUREAU OF FIRE PREVENTION.		EXEMPT AT ELECTRICAL ROOMS

ENERGY CODE REQUIREMENTS			
2020 ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE			
HARRISON, NY CLIMATE ZONE 4A			
BUILDING ENVELOPE REQUIREMENTS	TABLE ECC402.1.3 OPAQUE THERMAL ENVELOPE REQUIREMENTS, R-VALUE METHOD	REQUIRED	
		REQUIRED	PROPOSED
ROOF	INSULATED ENTIRELY ABOVE ROOF DECK	R-30 CI	R-30 CI
WALLS, ABOVE GRADE	METAL FRAMED	R-9.5 CI	R-10.7 CI
WALLS, BELOW GRADE	BELOW-GRADE WALL	R-13 > R-7.5 CI	R-24 > R-10.7 CI
SLAB ON GRADE FLOOR	UNHEATED SLAB	R-10 FOR 24" BELOW GRADE	R-10 FOR 24" BELOW GRADE
OPAQUE DOORS	NONSWINGING	R-7.5	R-8.0
BUILDING ENVELOPE PENETRATION	TABLE ECC402.4 BUILDING ENVELOPE PENETRATION MAXIMUM U-FACTOR	R-7.25 REQUIRED	PROPOSED
DOORS	OPERABLE	U-0.45	U-0.29
ENTRANCE	ENTRANCE	U-0.77	U-0.28
FIXED PENETRATION	FIXED PENETRATION	U-0.38	U-0.28
WINDOWS	PF < 0.2	U-0.36	U-0.35
SOLAR HEAT GAIN COEFFICIENT (SHGC)	0.2 ≤ PF < 0.5	U-0.43	U-0.35
	PF ≥ 0.5	U-0.58	U-0.35

WARNING
IT IS A VIOLATION OF SECTION 7209.2 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY PLANS, SPECIFICATIONS, PLATS OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED, IF AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER IS ALTERED. THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE, THE DATE, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

PROJECT ENGINEER:	R. FROST
DESIGNED BY:	J. WOJCIESKI
DRAWN BY:	J. MARTINEZ
CHECKED BY:	M. STALLONE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"
ADDENDUM NO. 3	05/2025 EMF
ISSUED FOR	DATE BY

BID SET



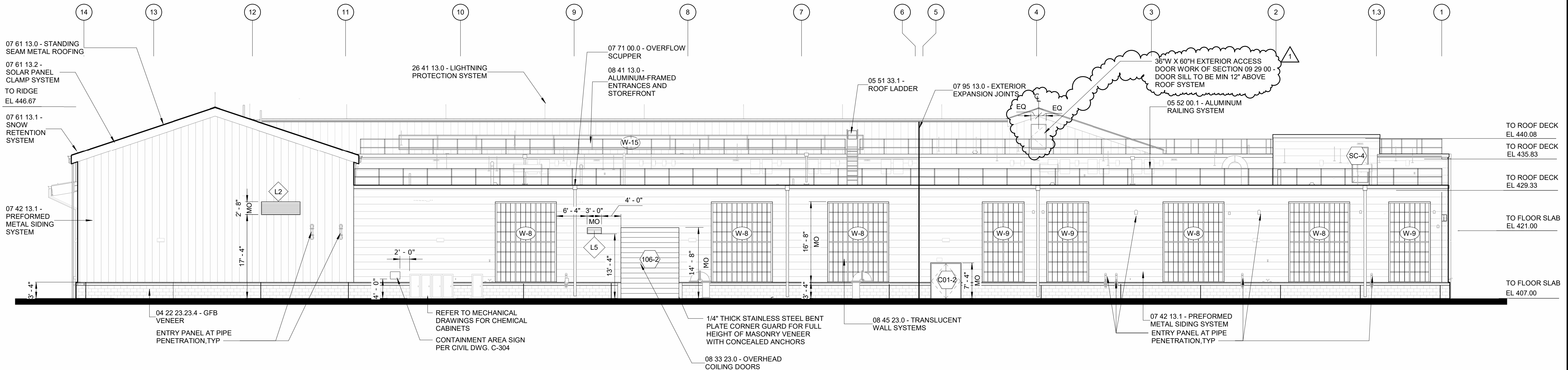
Hazen
HAZEN AND SAWYER
498 SEVENTH AVENUE, 11TH FLOOR
NEW YORK, NEW YORK 10018

WESTCHESTER JOINT WATER WORKS
MAMARONECK, NY
RYE LAKE WATER FILTRATION PLANT
HARRISON, NY

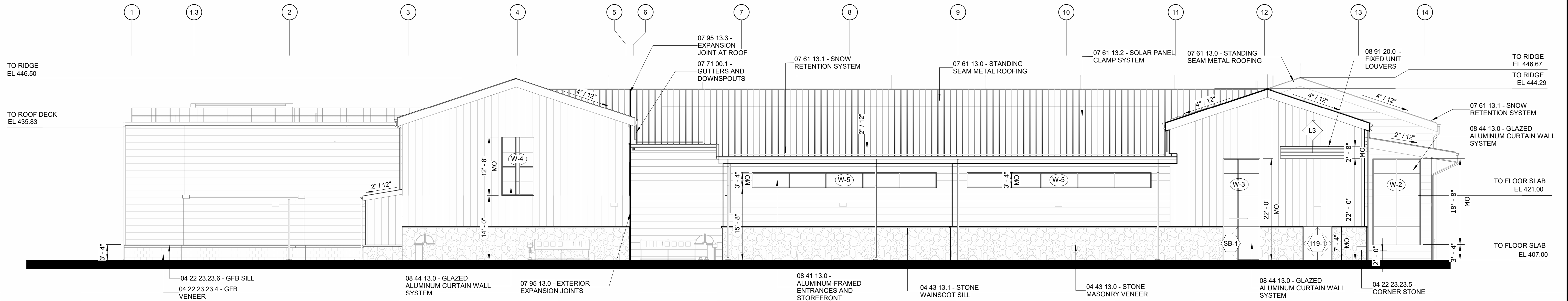
FILTRATION PLANT
ARCHITECTURAL
CODE COMPLIANCE SUMMARY 1 OF 3

DATE: FEB 2025
HAZEN NO.: 90388-000
CONTRACT NO.: A1364-A
DRAWING NUMBER: A-002

- NOTES:
- REFER TO DRAWINGS A-005 AND A-006 IN ARCHITECTURAL DRAWING SET FOR TEXT ASSOCIATED WITH ALL NOTE TAGS.



EAST ELEVATION
3/32" = 1'-0"



WEST ELEVATION
3/32" = 1'-0"

WARNING
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1	ADDENDUM NO. 3	05/2025	EMF
REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	R. FROST
DESIGNED BY:	J. WOJCIESKI
DRAWN BY:	J. MARTINEZ
CHECKED BY:	M. STALLONE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

BID SET



Hazen
HAZEN AND SAWYER
498 SEVENTH AVENUE, 11th FLOOR
NEW YORK, NEW YORK 10018

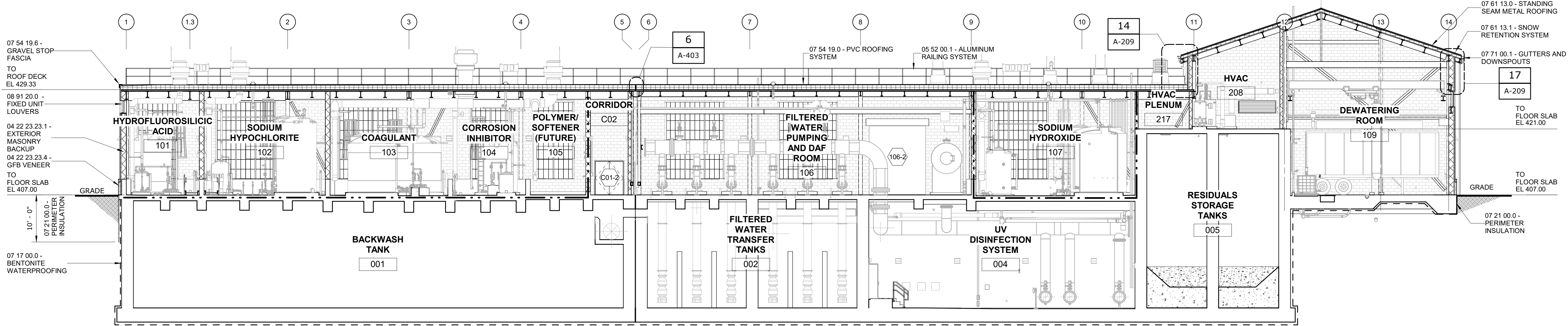
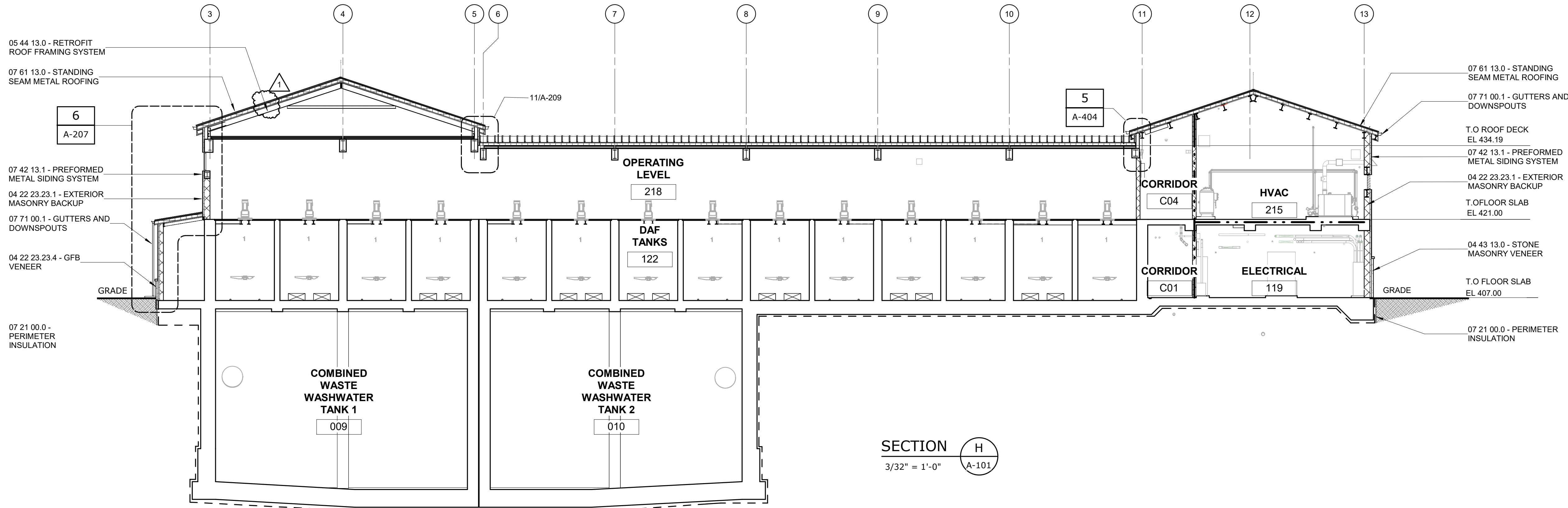
WESTCHESTER JOINT WATER WORKS
MAMARONECK, NY

RYE LAKE WATER FILTRATION PLANT
HARRISON, NY

FILTRATION PLANT
ARCHITECTURAL
EXTERIOR ELEVATIONS - SHEET 2 OF 2

DATE:	FEB 2025
HAZEN NO.:	90388-000
CONTRACT NO.:	A1364-A
DRAWING NUMBER:	A-202

- NOTES:
- REFER TO DRAWINGS A-005 AND A-006 IN ARCHITECTURAL DRAWING SET FOR TEXT ASSOCIATED WITH ALL NOTE TAGS.



WARNING
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1	ADDENDUM NO. 3	05/2025	EMF
REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	R. FROST
DESIGNED BY:	J. WOJCIESKI
DRAWN BY:	J. MARTINEZ
CHECKED BY:	M. STALLONE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

BID SET



Hazen
HAZEN AND SAWYER
498 SEVENTH AVENUE, 11th FLOOR
NEW YORK, NEW YORK 10018

WESTCHESTER JOINT WATER WORKS
MAMARONECK, NY

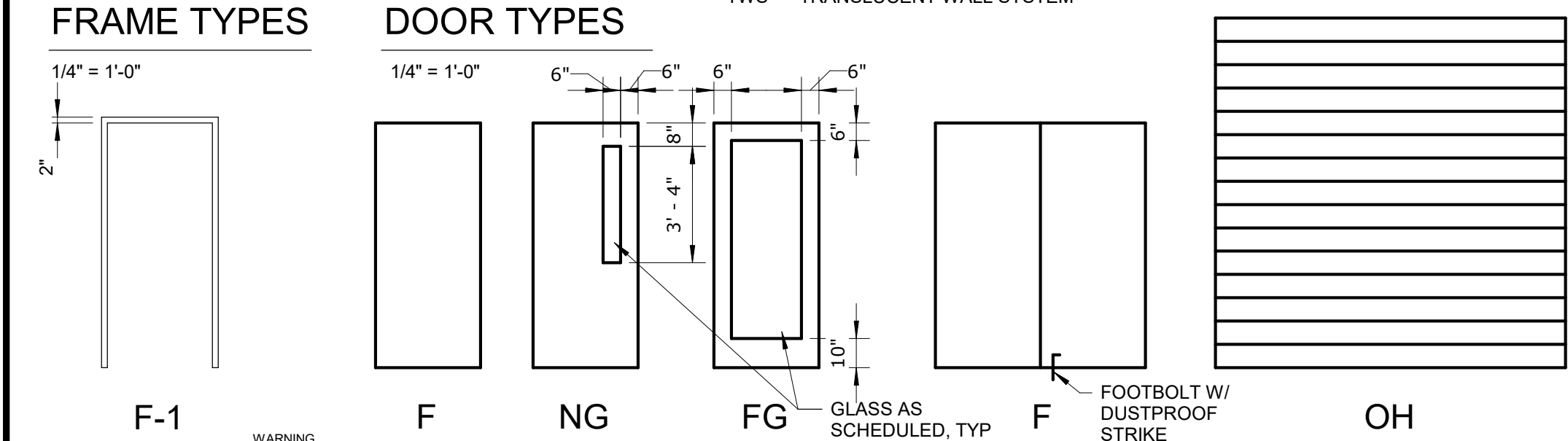
RYE LAKE WATER FILTRATION PLANT
HARRISON, NY

FILTRATION PLANT
ARCHITECTURAL
BUILDING SECTIONS - SHEET 4 OF 4

DATE:	FEB 2025
HAZEN NO.:	90388-000
CONTRACT NO.:	A1364-A
DRAWING NUMBER:	A-206

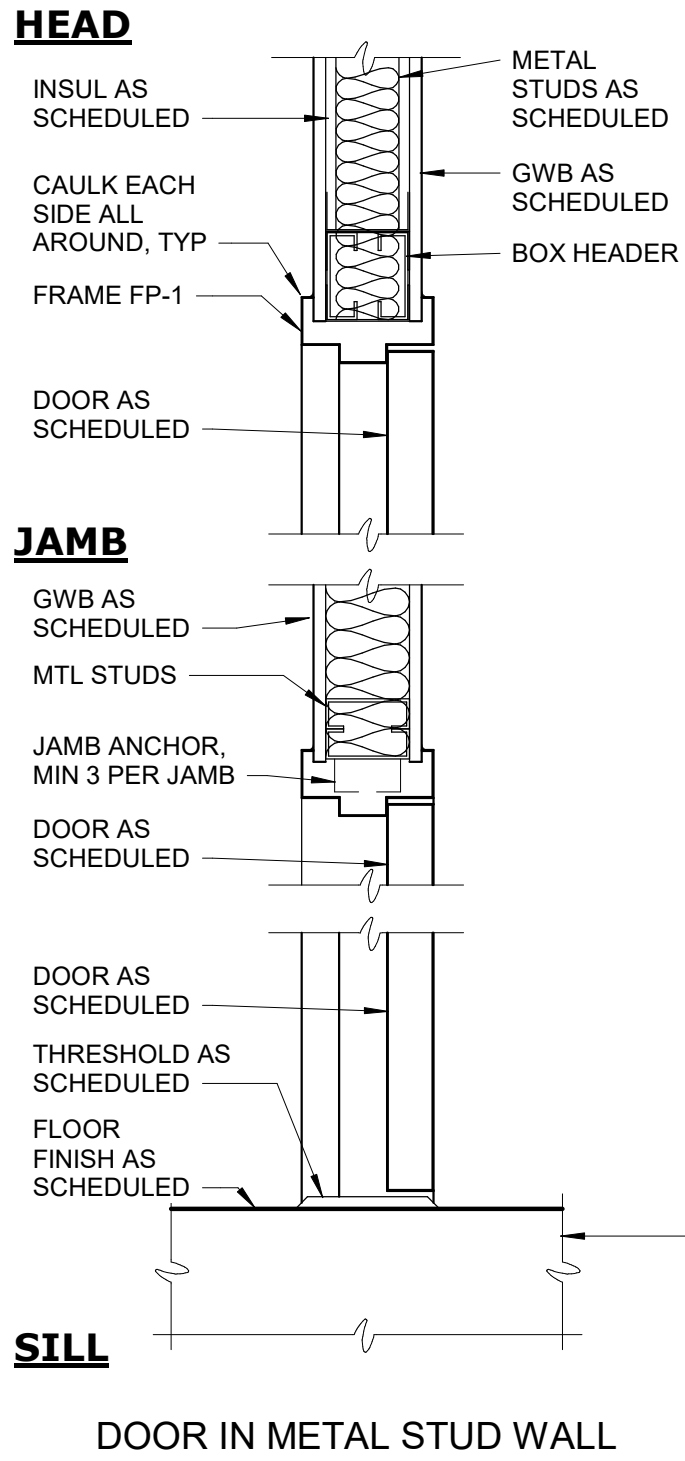
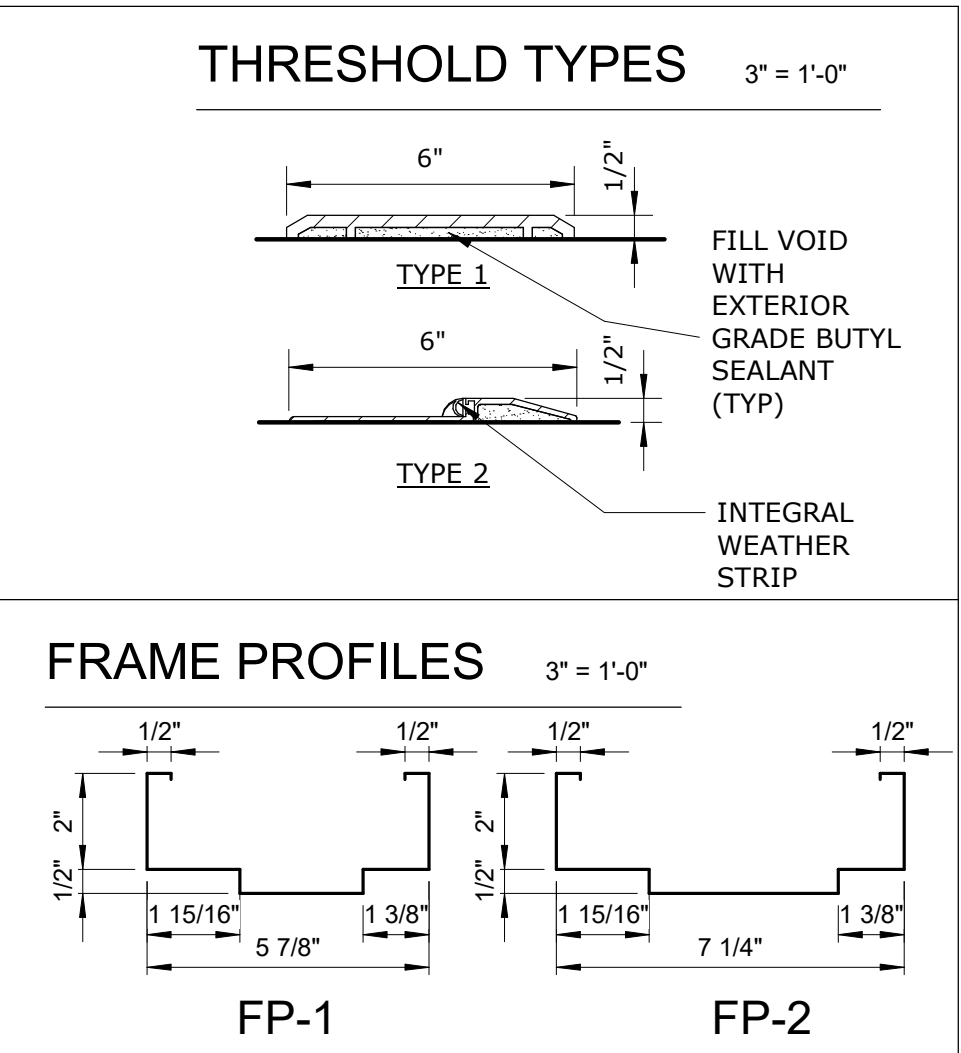
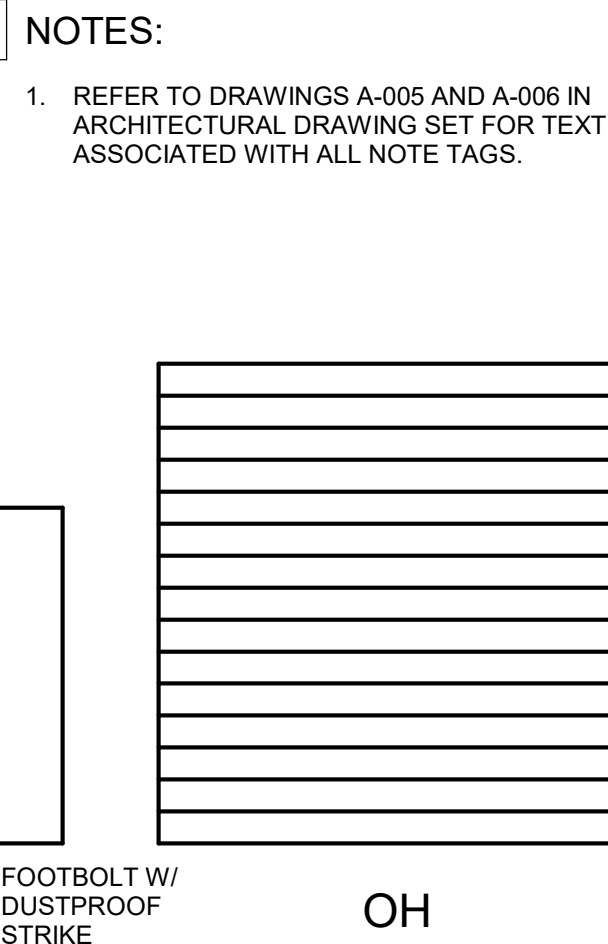
DOOR SCHEDULE															
NO.	FRAME		DOOR					DETAILS			GLAZING	FIRE LABEL	HDWR NO	THRSHLD	REMARKS
	TYPE	MATL	TYPE	MATL	WIDTH	HEIGHT	THICKNESS	HEAD	JAMB	SILL					
006-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	6		6			11		
008-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5			10	TYPE 1	
101-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	13	TYPE 1	
102-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	13	TYPE 1	
103-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	13	TYPE 1	
105-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	4	TYPE 1	
106-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5			12	-	
106-2	MFR	MFR	OH	MFR	12'-0"	14'-8"	2"	7	7	7			-	-	
107-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	13	TYPE 1	
108-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			11	-	
109-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			1	TYPE 2	
109-2	MFR	MFR	OH	MFR	12'-0"	14'-8"	2"	4	4	4			-	-	
109-3	MFR	MFR	OH	MFR	12'-0"	14'-8"	2"	7	7	7			-	-	
109-4	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	7	7	7			14	-	
110-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	3	3	3			1	TYPE 2	
110-2	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			11	TYPE 1	
111-1	MFR	AL	FG	AL	3'-0"	7'-2"	2 1/4"	MFR	MFR	MFR	IGU		6		
112-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5			10	TYPE 1	
113-1	MFR	AL	FG	AL	6'-0"	7'-2"	2 1/4"	MFR	MFR	MFR	IGU		2	TYPE 2	
113-2	MFR	AL	FG	AL	6'-0"	7'-2"	2 1/4"	MFR	MFR	MFR	IGU		4	-	
114-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	1	1	1			11	TYPE 1	
115-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	1	1	1			6	TYPE 1	
116-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	1	1	1			6	-	
117-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	1	1	1			6	TYPE 1	
118-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	1	1	1			6	-	
119-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	4	4	4		1 1/2 HR	2	TYPE 2	
119-2	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	9	-	
120-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5			12	-	
124-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	4	4	4		3/4 HR	1	TYPE 2	
124-2	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	9	TYPE 1	
129-2	MFR	MFR	OH	MFR	10'-0"	10'-0"	2"	7	7	7			-	-	
201-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5			12	-	
202-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5			12	-	
203-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	10	-	
203-2	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5		1 1/2 HR	9	-	
205-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			5	TYPE 1	
205-2	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			11	TYPE 1	
206-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			5	TYPE 1	
206-2	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			5	-	
207-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			11	-	
208-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5			12	-	
209-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	1	1	1			8	-	
210-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	1	1	1			8	-	
211-1	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG		9	TYPE 1	
212-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	2	2	2			11	TYPE 1	
213-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	2	2	2			7	TYPE 1	
214-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	2	2	2			5	-	
215-1	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	5	5	5		3/4 HR	4	-	
216-1	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5			11	-	
C01-1	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	9	-	
C01-2	F1	FRP	F	FRP	6'-0"	7'-2"	1 3/4"	4	4	4			2	TYPE 2	
C01-3	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG		11	TYPE 1	
C01-4	F1	FRP	NG	FRP	6'-0"	7'-2"	1 3/4"	5	5	5	LSG		4	-	
C03-1	F1	FRP	NG	FRP	6'-0"	7'-2"	1 3/4"	5	5	5	LSG		4	-	
C04-1	F1	FRP	NG	FRP	6'-0"	7'-2"	1 3/4"	5	5	5	LSG		4	-	
C04-2	F1	FRP	NG	FRP	6'-0"	7'-2"	1 3/4"	5	5	5	LSG		4	-	
SA-1	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SA-2	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SA-3	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SB-1	MFR	AL	FG	AL	3'-0"	7'-2"	2 1/4"	MFR	MFR	MFR	IGU		1	TYPE 2	
SB-2	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SB-3	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SB-4	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SC-1	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	6	6	6	LSG	3/4 HR	3		
SC-2	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SC-3	F1	FRP	NG	FRP	3'-0"	7'-2"	1 3/4"	5	5	5	LSG	3/4 HR	3	TYPE 1	
SC-4	F1	FRP	F	FRP	3'-0"	7'-2"	1 3/4"	3	3	3			15	TYPE 2	

DOOR LEGEND			
AL	ALUMINUM	IGU	INSULATED GLASS UNIT
EX	EXISTING	LSG	LAMINATED SAFETY GLASS
FRP	FIBERGLASS REINFORCED PLASTIC	MFR	MANUFACTURER
ISU	INSULATED SPANDREL UNIT		
PCG	POLYCARBONATE GLASS	PT	PAINT
SST	STAINLESS STEEL	TG	TEMPERED GLASS
TWS	TRANSLUCENT WALL SYSTEM		

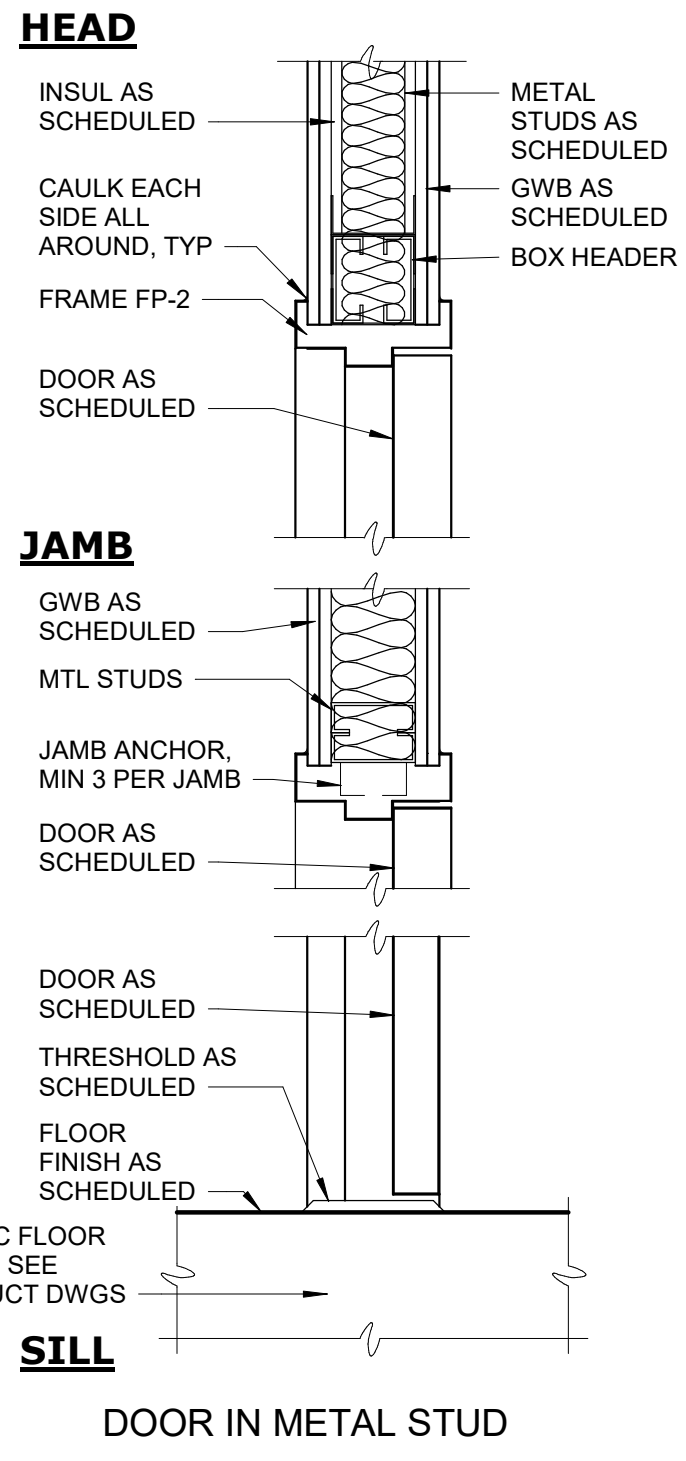
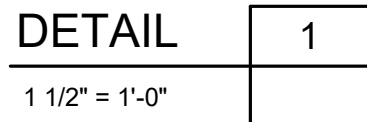


IT IS A VIOLATION OF SECTION 2209.2 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY PLANS, SPECIFICATIONS, PLATS OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED, IF AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER IS ALTERED. THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE, THE DATE, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

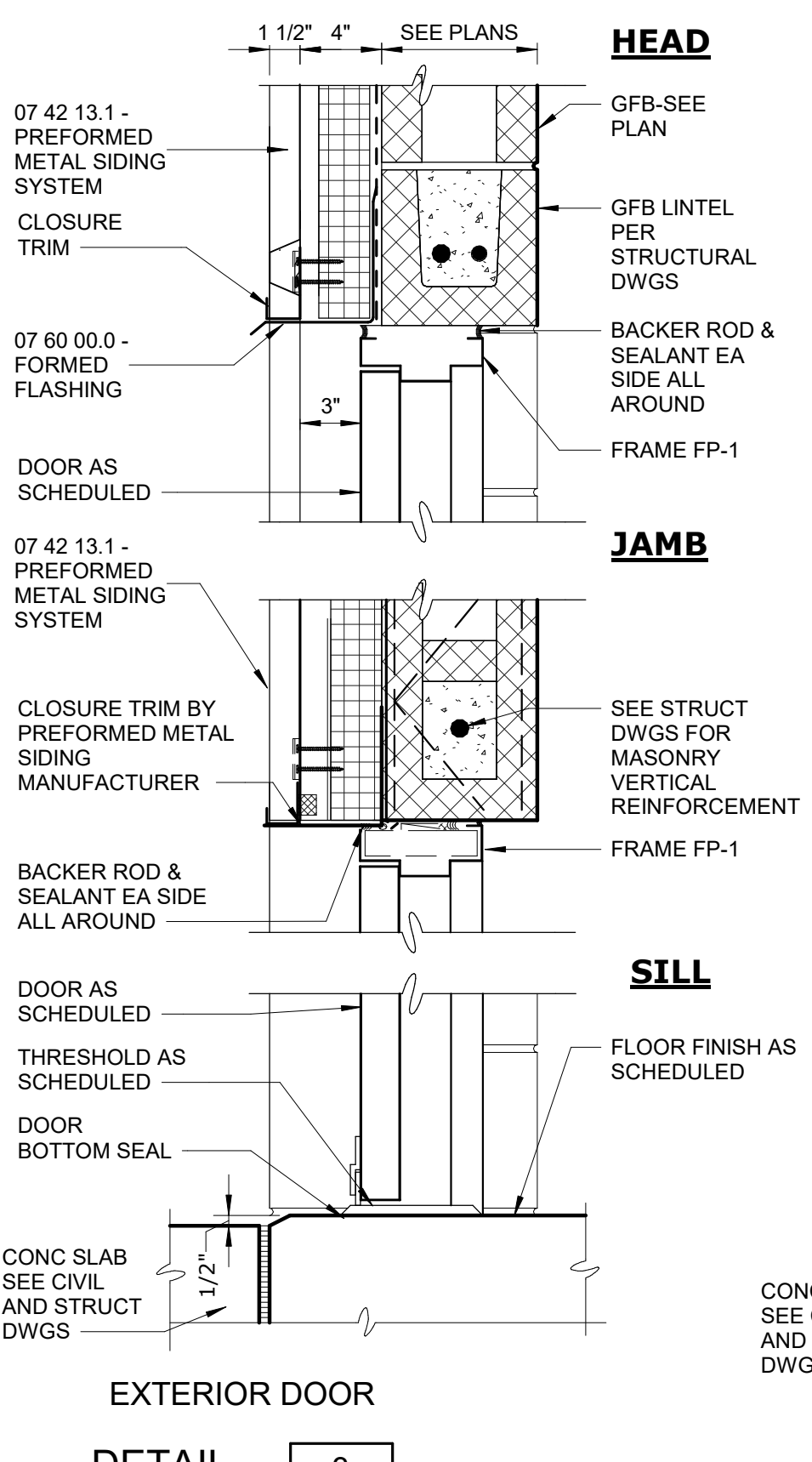
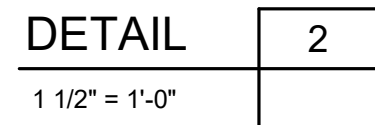
				PROJECT ENGINEER:	R. FROST
				DESIGNED BY:	J. WOJCIESKI
				DRAWN BY:	J. MARTINEZ
				CHECKED BY:	M. STALLONE
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	
1	ADDENDUM NO. 3	05/2025	EMF	0	1/2" 1"
REV	ISSUED FOR	DATE	BY		



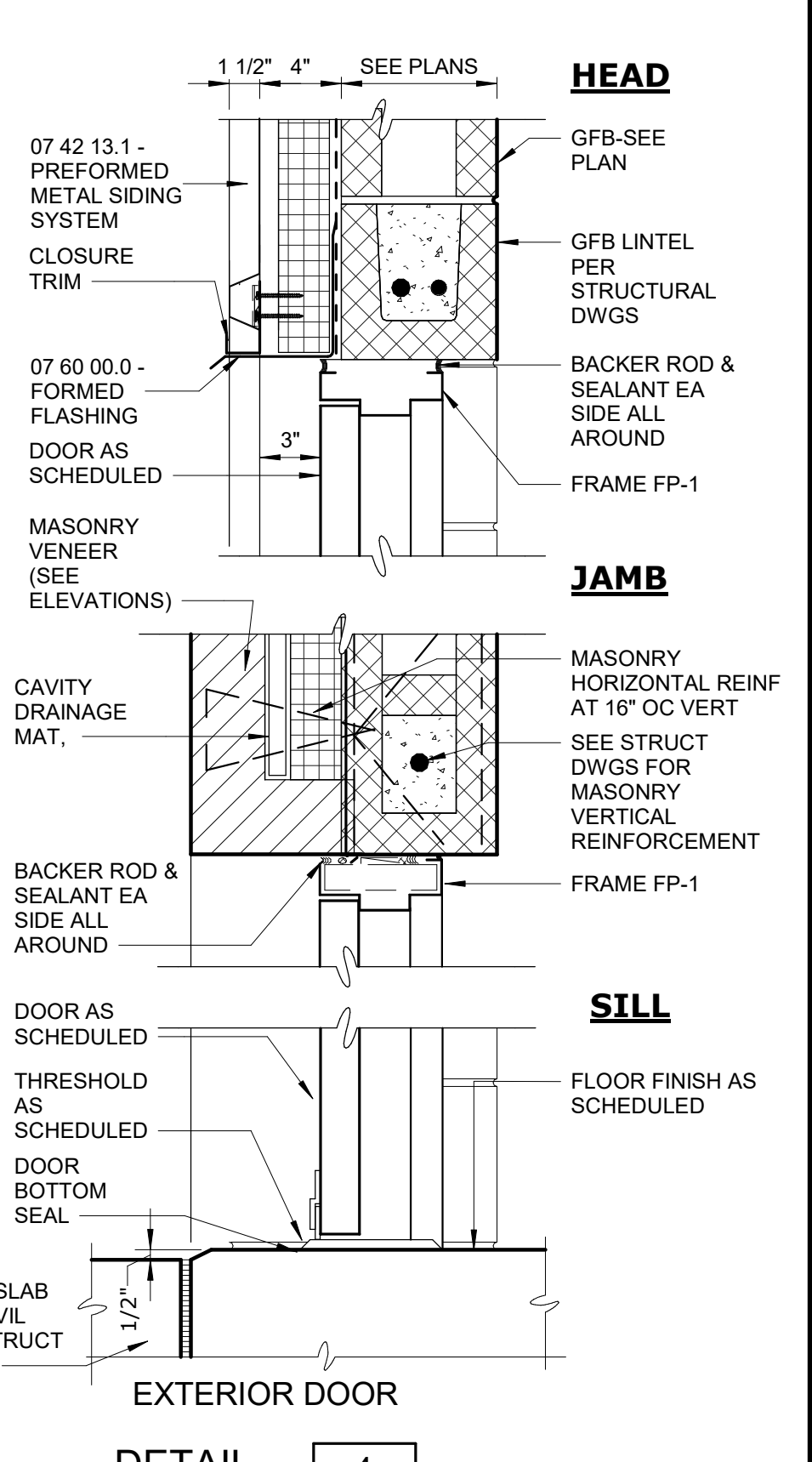
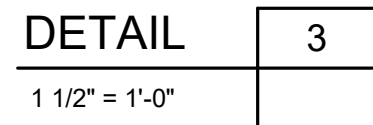
DOOR IN METAL STUD WALL



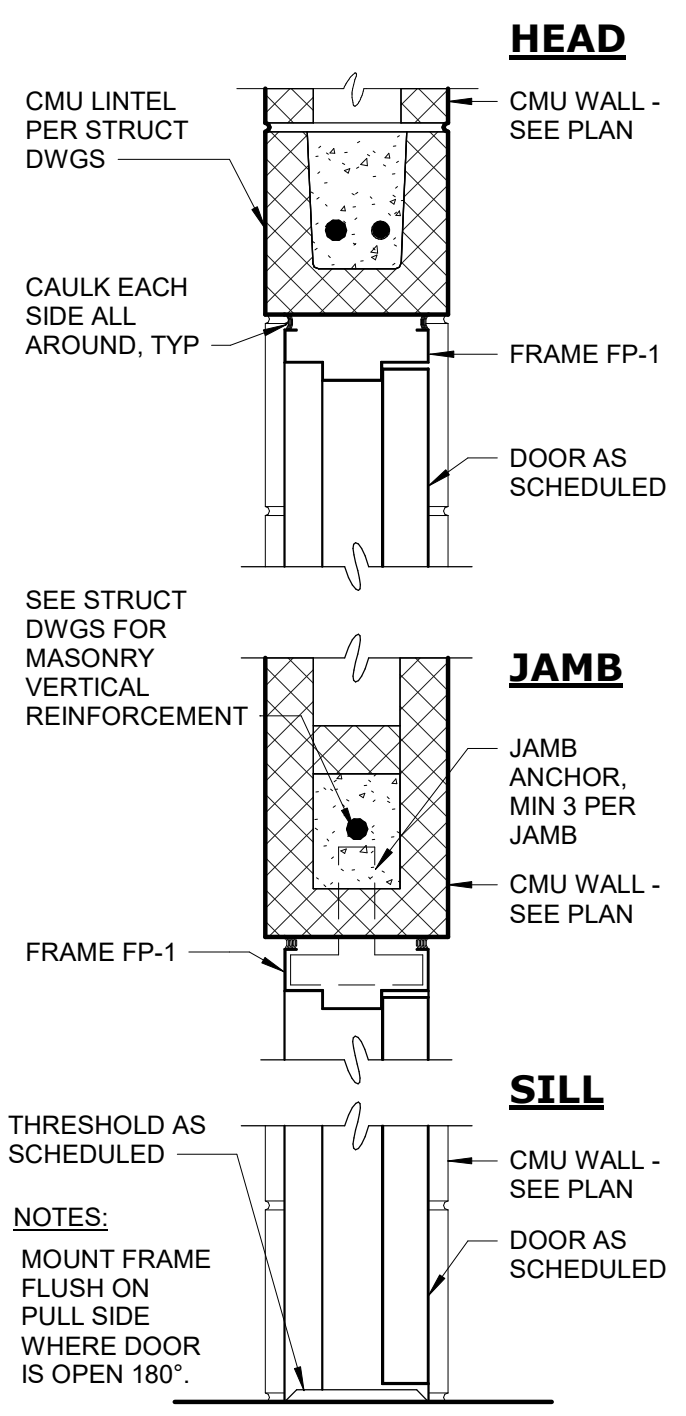
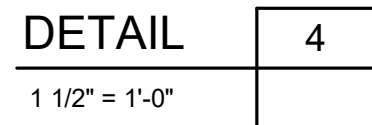
DOOR IN METAL STUD



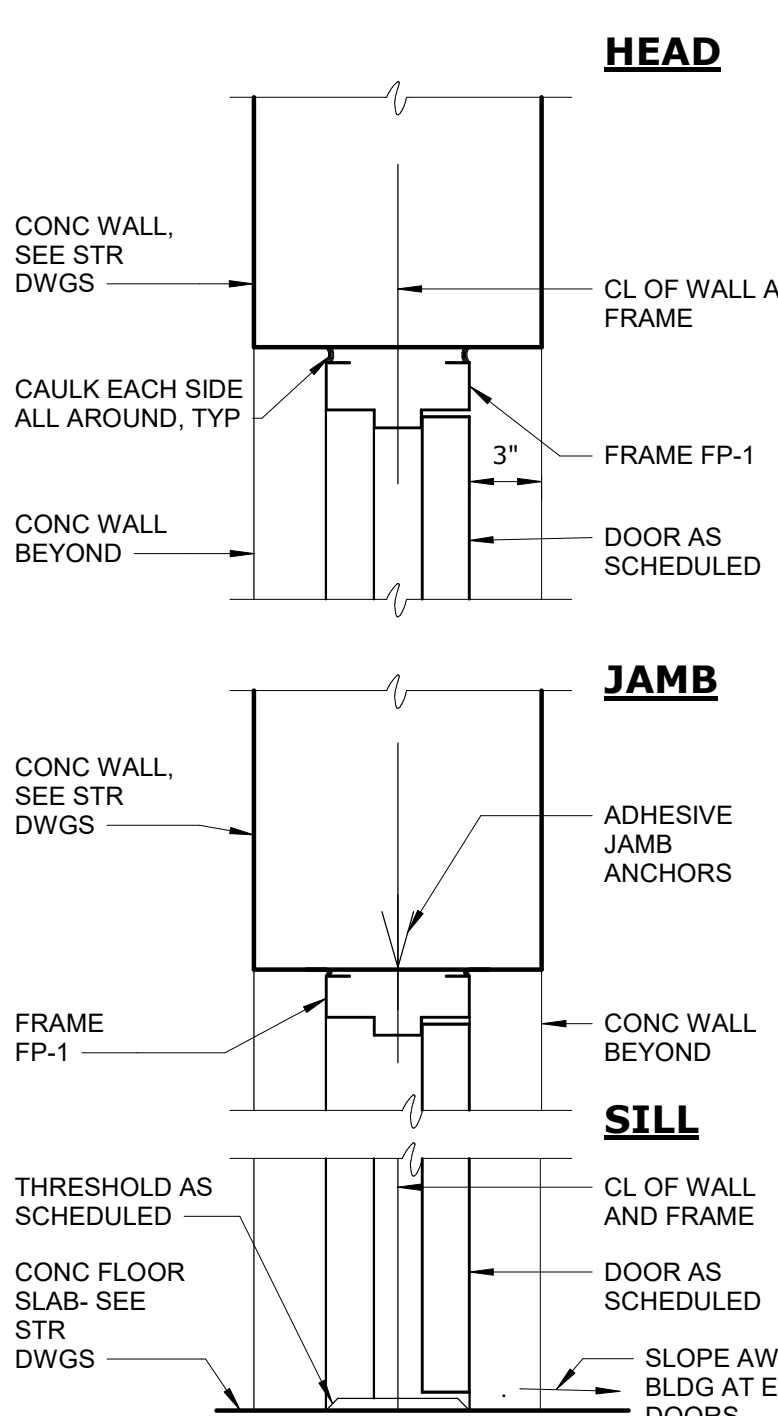
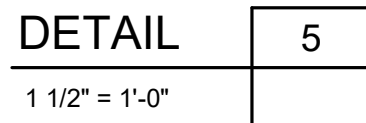
EXTERIOR DOOR



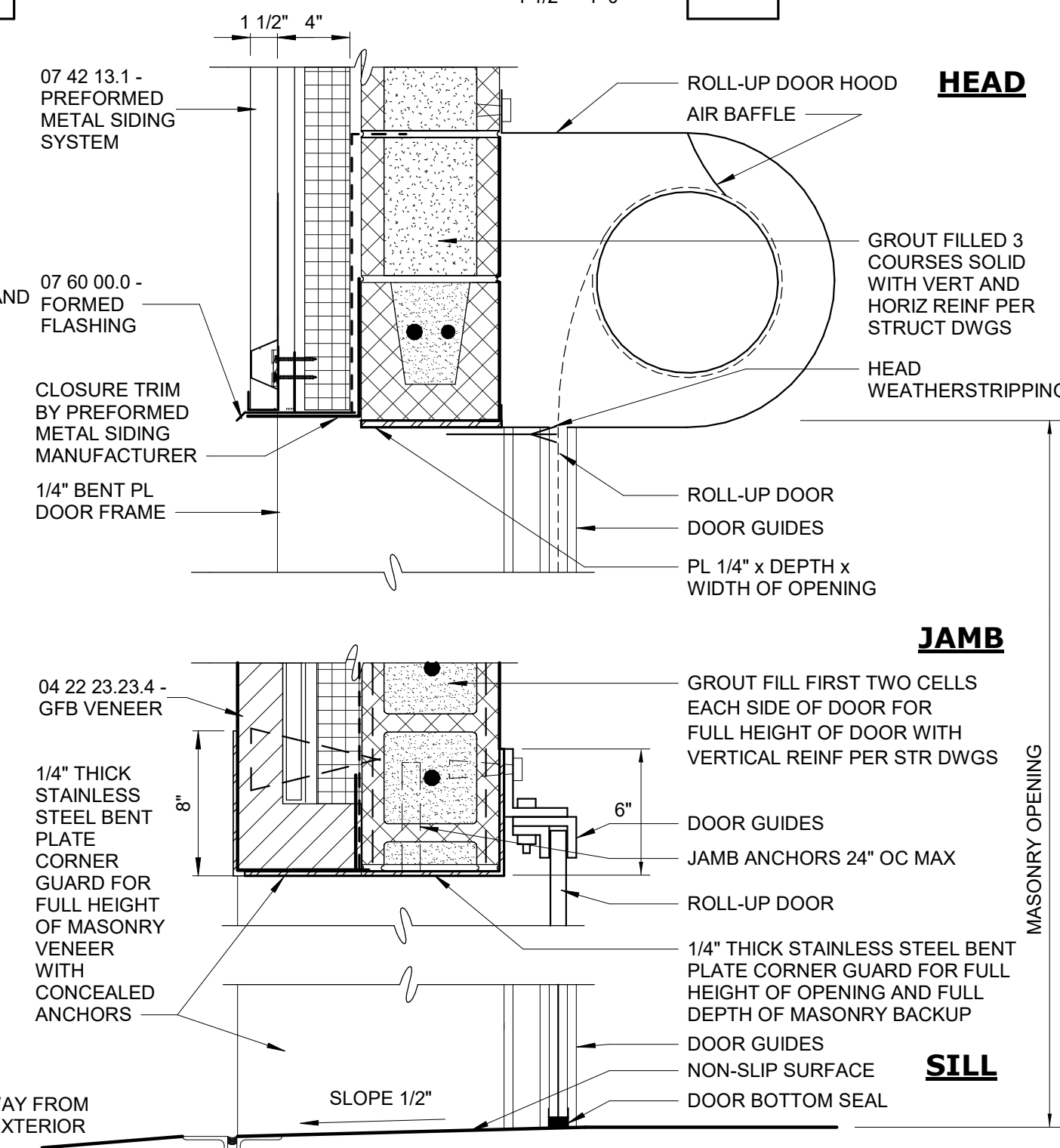
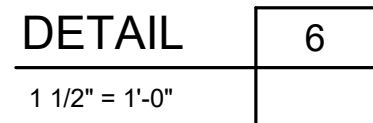
EXTERIOR DOOR



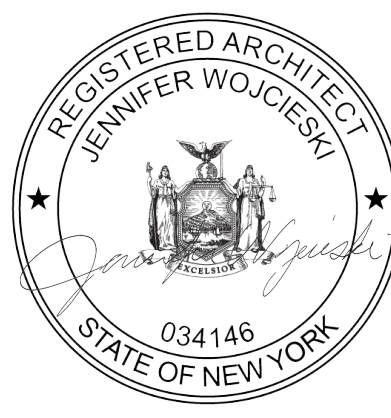
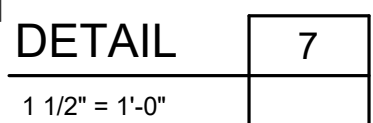
INTERIOR DOOR



DOOR IN CONC WALL



ROLL-UP DOOR



Hazen

HAZEN AND SAWYER
498 SEVENTH AVENUE, 11th FLOOR
NEW YORK, NEW YORK 10018

WESTCHESTER JOINT WATER WORKS
MAMARONECK, NY

RYE LAKE WATER FILTRATION PLANT
HARRISON, NY

FILTRATION PLANT
ARCHITECTURAL
DOOR SCHEDULE AND DETAILS

DATE:	FEB 2025
HAZEN NO.:	90388-000
CONTRACT NO.:	A1364-A
DRAWING NUMBER:	A-603

Autosaved: Docs/00388-000_Ply_Lake_Filtration/00388-000-WFP-A.rvt
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LOUVER SCHEDULE				
TYPE	WIDTH	HEIGHT	FRAME TYPE	REMARKS
L1	8' - 0"	2' - 0"	AL	08 91 20.1 - FIXED LOUVER SIZES
L2	8' - 0"	2' - 8"	AL	08 91 20.1 - FIXED LOUVER SIZES
L3	14' - 0"	2' - 8"	AL	08 91 20.1 - FIXED LOUVER SIZES
L4	36' - 0"	2' - 8"	AL	08 91 20.1 - FIXED LOUVER SIZES
L5	3' - 0"	1' - 4"	AL	08 91 20.1 - FIXED LOUVER SIZES
L6	8' - 0"	4' - 0"	AL	08 91 20.1 - FIXED LOUVER SIZES
L7	8' - 0"	4' - 0"	AL	08 91 20.1 - FIXED LOUVER SIZES
L8	8' - 0"	4' - 0"	AL	08 91 20.1 - FIXED LOUVER SIZES
L9	24' - 0"	2' - 8"	AL	08 91 20.1 - FIXED LOUVER SIZES

WARNING
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1	ADDENDUM NO. 3	05/2025	EMF	
REV	ISSUED FOR	DATE	BY	

PROJECT ENGINEER:	R. FROST
DESIGNED BY:	J. WOJCIESKI
DRAWN BY:	J.MARTINEZ
CHECKED BY:	M. STALLONE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	

0 1/2" 1"

BID SET



Hazen
HAZEN AND SAWYER
498 SEVENTH AVENUE, 11th FLOOR
NEW YORK, NEW YORK 10018

WESTCHESTER JOINT WATER WORKS
MAMARONECK, NY

RYE LAKE WATER FILTRATION PLANT
HARRISON, NY

FILTRATION PLANT
ARCHITECTURAL
FINISH, IDENTIFYING DEVICES AND LOUVER
SCHEDULES AND DETAILS

DATE:	FEB 2025
HAZEN NO.:	90388-000
CONTRACT NO.:	A1364-A
DRAWING NUMBER:	A-604

FINISH SCHEDULE

NO.	DESCRIPTION	FLOOR		BASE		WALL		CEILING		HEIGHT	REMARKS
		SUBSTRATE	FINISH	SUBSTRATE	FINISH	SUBSTRATE	FINISH	SUBSTRATE	FINISH		
001	BACKWASH TANK	-	-	-	-	-	-	-	-	-	
002	FILTERED WATER TRANSFER TANKS	-	-	-	-	-	-	-	-	-	
003	FLOATED SOLIDS BUFFER TANK	-	-	-	-	-	-	-	-	-	
004	UV DISINFECTION SYSTEM	ECF	CH	ECF	-	ECF	ECF	ECF	ECF	23' - 0"	
005	RESIDUALS STORAGE TANKS	-	-	-	-	-	-	-	-	-	
006	STORAGE CLO	ECF	CH	-	-	ECF	ECF	ECF	ECF	23' - 0"	
007	PIPE GALLERY	ECF	CH	-	-	ECF/GBF	ECF/GBF	ECF	ECF	23' - 0"	
008	CORRIDOR	ECF	CH	-	-	ECF/GBF	ECF/GBF	ECF	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 2
009	COMBINED WASTE WASHWATER TANK 1	-	-	-	-	-	-	-	-	-	
010	COMBINED WASTE WASHWATER TANK 2	-	-	-	-	-	-	-	-	-	
101	HYDROFLUOROSILICIC ACID	ECF	CRC	-	-	ECF/GBF	CRC/GBF	MTL	CRC	22' - 0"	
102	SODIUM HYPOCHLORITE	ECF	CRC	-	-	ECF/GBF	CRC/GBF	MTL	CRC	22' - 0"	
103	COAGULANT	ECF	CRC	-	-	ECF/GBF	CRC/GBF	MTL	CRC	22' - 0"	
104	CORROSION INHIBITOR	ECF	CRC	-	-	ECF/GBF	CRC/GBF	MTL	CRC	22' - 0"	
105	POLYMER/ SOFTENER (FUTURE)	ECF	CRC	-	-	ECF/GBF	CRC/GBF	MTL	CRC	22' - 0"	
106	FILTERED WATER PUMPING AND DAF ROOM	ECF	CH	-	-	ECF/GBF	ECFF/GBF	MTL	PT	22' - 0"	
107	SODIUM HYDROXIDE	ECF	CRC	-	-	ECF/GBF	CRC/GBF	MTL	CRC	22' - 0"	
108	CLO	ECF	CFS	-	-	GBF	GBF	MTL	ECF	22' - 0"	
109	DEWATERING ROOM	ECF	CH	-	-	GBF	GBF	MTL	PT	-	
110	FIRE SPRINKLER RISER ROOM	ECF	CFS	-	-	GBF	GBF	ECF	ECF	13' - 0"	
111	CONFERENCE ROOM	ECF	RF	GBF	VB	AWS/GYP	AWS/PT	ECF	APC	9' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
112	LOBBY	ECF	PFT	GBF	VB	GBF/GYP	GBF/PT	ECF	APC	9' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
113	VESTIBULE	ECF	PFT	GBF	VB	GBF/GYP	GBF/PT	ECF	APC	9' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
114	MAINT CLO	ECF	PFT	-	-	GBF/GYP	PWT	ECF	ECF	13' - 0"	
115	WOMENS BATHROOM	ECF	PFT	GBF/GYP	PCB	GBF/GYP	PWT	ECF	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 2
116	WOMENS LOCKER ROOM	ECF	PFT	GBF/GYP	PCB	GBF/GYP	PWT	ECF	APC/PT	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 2
117	MENS BATHROOM	ECF	PFT	GBF/GYP	PCB	GBF/GYP	PWT	ECF	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 2
118	MENS LOCKER ROOM	ECF	PFT	GBF/GYP	PCB	GBF/GYP	PWT	ECF	APC/PT	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 2
119	ELECTRICAL	ECF	CFS	-	-	GBF	GBF	ECF	ECF	13' - 0"	
120	RAW WATER PIPING	ECF	CFS	-	-	GBF	GBF	ECF	ECF	-	
121	STATIC MIXER AND OVERFLOW	-	-	-	-	-	-	-	-	-	
122	DAF TANKS	-	-	-	-	-	-	-	-	-	
123	EQUIPMENT PLATFORM	ECF	CH	-	-	GBF	GBF	ECF	ECF	13' - 0"	
124	EXIT PASSAGEWAY	ECF	CFS	-	-	GBF	GBF	ECF	ECF	13' - 0"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH
201	HVAC	ECF	CFS	-	-	GBF	GBF	ECF	ECF	14' - 4"	
202	AIR SCOUR	ECF	CFS	-	-	GBF	GBF	ECF	ECF	14' - 4"	
203	ELECTRICAL ROOM	ECF	CFS	-	-	GBF	GBF	ECF	ECF	14' - 4"	
204	STORAGE ROOM	ECF	CFS	-	-	GBF	GBF	ECF	ECF	14' - 4"	
205	PROCESS ANALYSIS ROOM	ECF	CRC	GBF	CRC	GBF	GBF	ECF	APC	9' - 0"	ACOUSTICAL PANEL CEILING TYPE 2
206	CONTROL ROOM	ECF	RF	GBF	VB	GBF	GBF	ECF	APC	9' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
207	SCADA ROOM	ECF	CFS	GBF	VB	GBF	GBF	ECF	ECF	14' - 4"	
208	HVAC	ECF	CFS	-	-	GBF	GBF	ECF	PT	-	
209	COPY ROOM	ECF	RF	GBF	VB	GYP	PT	MTL	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
210	CHIEF'S OFFICE	ECF	RF	AWS/GYP	VB	AWS/GYP	AWS/PT	MTL	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
211	CORRIDOR	ECF	RF	GBF/GYP	VB	GBF/GYP	PT	MTL	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
212	MAINT CLO	ECF	PFT	-	-	GBF/GYP	PT	MTL	PT	-	
213	WC	ECF	PFT	-	-	GBF/GYP	PWT	MTL	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
214	OPEN OFFICE	ECF	RF	AWS/GYP	VB	AWS/GYP	AWS/PT	MTL	APC	8' - 0"	ACOUSTICAL PANEL CEILING TYPE 1
215	HVAC	ECF	CFS	-	-	GBF	GBF	MTL	PT	-	
216	STOR RM	ECF	CFS	-	-	GBF	GBF	ECF	ECF	14' - 4"	
217	HVAC PLENUM	ECF	CFS	-	-	GBF	GBF	MTL	PT	8' - 0"	
218	OPERATING LEVEL	ECF	CFS	-	-	GBF	GBF	ECF	ECF	-	
C01	CORRIDOR	ECF	CFS	-	-	GBF	GBF	ECF	ECF	13' - 0"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH
C02	CORRIDOR	ECF	CFS	-	-	GBF	GBF	ECF	ECF	13' - 0" - 22' - 0"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH
C03	CORRIDOR	ECF	CFS	-	-	GBF	GBF	MTL	ECF	14' - 4"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH
C04	CORRIDOR	ECF	CFS	-	-	GBF	GBF	MTL	PT	15' - 6" - 18' - 6"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH
SA	STAIR A	ECF	CFS	-	-	GBF	GBF	MTL	PT	19' - 0" - 22' - 4"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH
SB	STAIR B	ECF	CFS	-	-	GBF	GBF	MTL	PT	19' - 0" - 21' - 8"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH
SC	STAIR C	ECF	CFS	-	-	GBF	GBF	MTL	PT	8' - 8"	03 35 00.4 - HEAVY-DUTY CONCRETE FLOOR FINISH

FINISH LEGEND

APC	ACOUSTICAL PANEL CEILING 09 51 01
AWS	ALUMINUM-FRAMED ENTRANCES AND STOREFRONT 08 41 13
CH	CONCRETE HARDENER 03 35 00
CFS	CONCRETE FLOOR SEALER 03 35 00
CRC	CR-CT INTERIOR 09 97 00.0
ECF	EXPOSED CONCRETE FINISH 03 35 00
GCW	GLAZED ALUMINUM CURTAIN WALL SYSTEM 08 44 13
GFB	GROUND FACE BLOCK 04 22 23.23
GRT	GRATINGS 06 51 00
GYP	GYPSUM WALL SYSTEM 09 29 00
MTL	METAL DECKING 05 31 00
MFR	MANUFACTURER
PCB	PORCELAIN TILE COVE BASE 09 31 13
PFT	PORCELAIN FLOOR TILE 09 31 13
PT	PAINTING 09 91 00
PWT	PORCELAIN WALL TILE 09 31 13
RF	RESILIENT FLOORING 09 65 00
TWS	TRANSLUCENT WALL SYSTEMS 08 45 23
VB	VINYL COVE BASE 09 65 00

ROOM FINISH SCHEDULE NOTES:

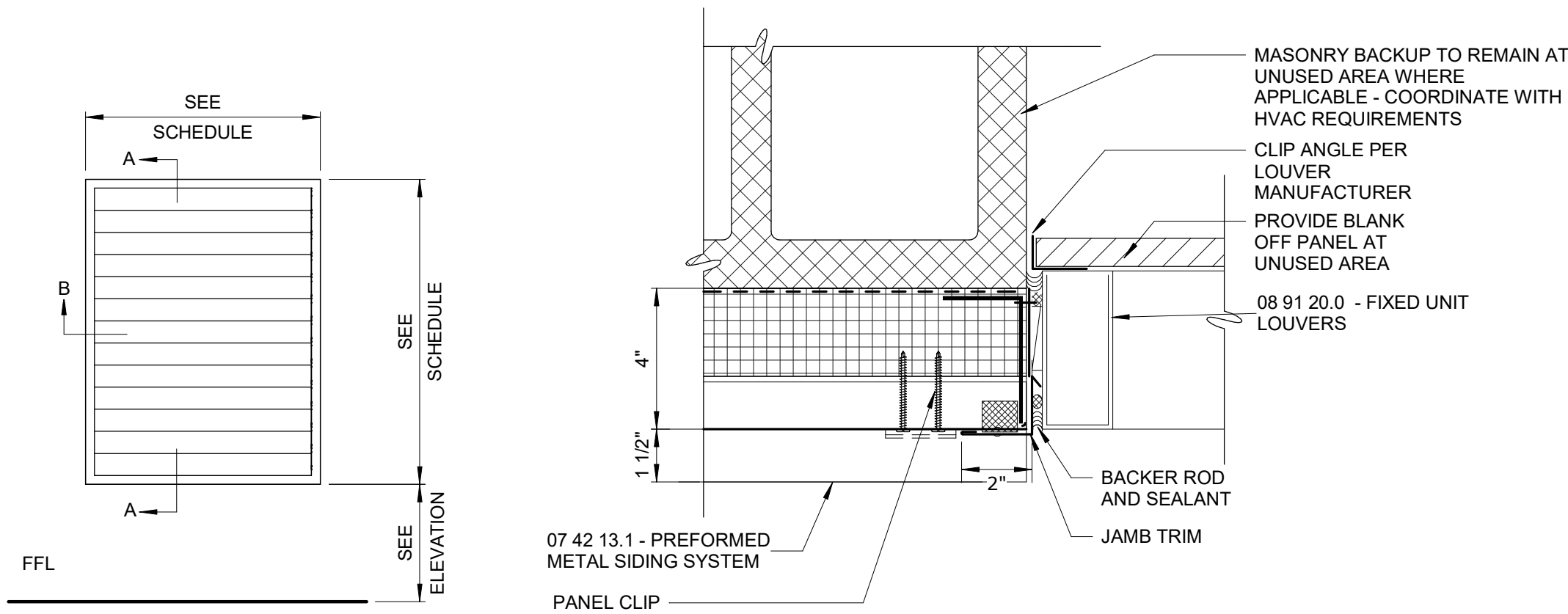
- REFER TO DRAWING A-005 AND A-006 FOR ARCHITECTURAL NOTES.
- FURNITURE LOCATIONS SHOWN ON THE ARCHITECTURAL DRAWINGS ARE FOR COORDINATION PURPOSES. ALL FLOOR, WALL, AND CEILING FINISHES ARE TO BE INSTALLED FOR FULL EXTENT OF SPACE, UNDER AND AROUND PROPOSED FURNITURE.

NOTES:

- REFER TO DRAWINGS A-005 AND A-006 IN ARCHITECTURAL DRAWING SET FOR TEXT ASSOCIATED WITH ALL NOTE TAGS.

IDENTIFYING DEVICES

SIGN TYPE	NAME	MESSAGE	REMARKS	QUANTITY
A-1	ACCESSIBLE AREA	WOMEN		1
A-2	ACCESSIBLE AREA	MEN		1
A-3	ACCESSIBLE AREA	RESTROOM		1
B	ROOM NAME AND NUMBER		PROVIDE ONE PER ROOM	-
B-1	DOOR NUMBER		PROVIDE ONE PER DOOR	-
B-2	FIRE SPRINKLER ROOM			1
C	FIRE EXTINGUISHER - 3 WAY SIGN		PROVIDE ONE PER FIRE EXTINGUISHER	18
D-1	EXIT			10
D-2	EXIT WITH BRAILLE			10
D-3	AREA OF RESCUE			10
E-1	WARNING	EMERGENCY - SAFETY SHOWER KEEP AREA CLEAR		10
E-2	WARNING	EYE PROTECTION REQUIRED IN THIS AREA		10
E-3	WARNING	EAR PROTECTION REQUIRED IN THIS AREA		10
E-4	WARNING	MOVING DOOR CAN CAUSE SERIOUS INJURY OR DEATH		4
F-1	NOTICE	NO SMOKING ON PREMISES		10
F-2	NOTICE	WATER QUALITY SAMPLE SINK		1
F-3	NOTICE	EMERGENCY SHUT OFF		15
F-4	NOTICE	DO NOT ENTER, AUTHORIZED PERSONELL ONLY		8
F-5	NOTICE	THIS DOOR MUST BE KEPT CLOSED		6
F-6	NOTICE	AVOID CONTAMINATION WASH YOUR HANDS		8
F-7	NOTICE	NOT AN EXIT		6
F-8	NOTICE	SAFETY FIRST REMEMBER WEAR SAFETY EQUIPMENT		10
F-9	CAUTION	NON-POTABLE WATER DO NOT DRINK		2
F-10	NOTICE	FDC - FIRE DEPARTMENT CONNECTION		1
F-11	NOTICE	FACP - FIRE ALARM CONTROL PANEL		1
F-12	NOTICE	FLOOR LOAD CAPACITY		8
F-13	NOTICE	ELEVATOR CAPACITY		3
H-1	DANGER	HIGH VOLTAGE		2
H-2	DANGER	FLAMMABLE		10
H-3	HAZARD	PERMIT REQUIRED CONFINED SPACE DO NOT ENTER		6
H-4	HAZARD	HAZARD RATING SIGN W/ EMERGENCY GUIDE		10
H-5	HAZARD	HAZARD RATING		10
I	STAIR IDENTIFICATION		PROVIDE ONE AT EACH STAIR AT EACH FLOOR	
J	EVACUATION PLAN			8



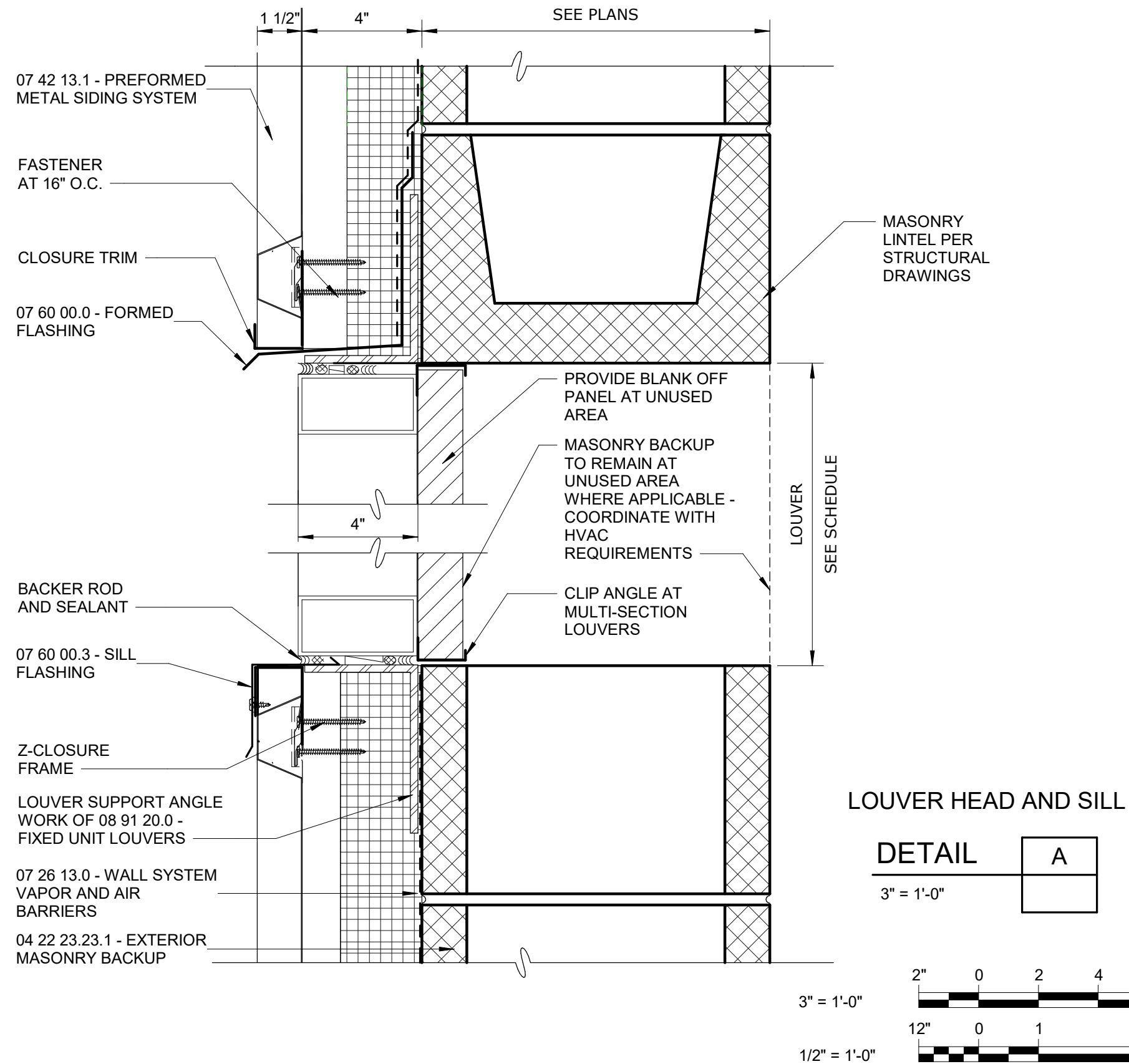
LOUVER TYPES

1/2" = 1'-0"

LOUVER JAMB

DETAIL B

3" = 1'-0"



LOUVER HEAD AND SILL

DETAIL A
3" = 1'-0"

3" = 1'-0"
1/2" = 1'-0"

AD
AREA DRAIN

ATF
ABOVE FINISHED FLOOR

BFP
BACKFLOW PREVENTER

BFV
BUTTERFLY VALVE

BLDG
BUILDING

CFM
CUBIC FEET PER MINUTE

CI
CAST IRON

COL
COLUMN

CF
CUBIC FEET

CLG
CEILING

CU
COPPER

CU FT
CUBIC FEET

CV
CHECK VALVE

CW
COLD WATER

DAF
DISSOLVED AIR FLOTATION

DDCA
DOUBLE CHECK DETECTOR ASSEMBLY

DFU
DRAINAGE FIXTURE UNIT

DIP
DUCTILE IRON

DIA
DIAMETER

DN
DOWN TO FLOOR BELOW

DWV
DRAIN, WASTE AND VENT

DROP
DROP IN CURRENT VIEW

EL
ELEVATION

FACP
FIRE ALARM CONTROL PANEL

FD
FLOOR DRAIN

FDC
FIRE DEPARTMENT CONNECTION

FT
FEET

FIN
FINISH

FLG
FLANGED

FS
FLOW SWITCH

GPM
GALLONS PER MINUTE

GAL
GALLON

GC
GENERAL CONTRACTOR

GV
GATE VALVE

HP
HORSEPOWER

IN
INCH

IW
INDIRECT WASTE

LB
POUND

MAX
MAXIMUM

MIN
MINIMUM

MSB
MOP SERVICE BASIN

NFPA
NATIONAL FIRE PROTECTION ASSOCIATION

NPW
NON POTABLE WATER

NRS
NON RISING STEM

NTS
NOT TO SCALE

OD
OUTSIDE DIAMETER

OSY
OUTSIDE SCREW AND YOKE

PSI
POUNDS PER SQUARE INCH

PVC
POLY VINYL CHLORIDE

PW
POTABLE WATER

RISE
RISE IN CURRENT VIEW

RPM
REVOLUTIONS PER MINUTE

SAN
SANITARY

SCH
SCHEDULE

SF
SQUARE FOOT

SS
SANITARY SEWER

TYP
TYPICAL

UP
UP TO FLOOR ABOVE

UL
UNDERWRITERS LABORATORY

UR
URINAL

V
VENT

VAC
VACUUM

VB
VACUUM BREAKER

VTR
VENT THROUGH ROOF

WC
WATER CLOSET

WCO
WALL CLEAN OUT

FS
FLOW SWITCH

WT
WEIGHT

LINETYPES

NEW (FIRE PROTECTION)

NEW - BELOW GRADE OR FLOOR SLAB (FIRE PROTECTION)

NEW (NON-FIRE PROTECTION)

WET SYSTEM - ORDINARY HAZARD GROUP 2

SPRINKLER DESIGN CRITERIA:

A. SPRINKLER SYSTEMS SHALL BE HYDRAULICALLY DESIGNED AND CALCULATED. USE THE RESULTS OF THE HYDRANT FLOW TEST TO PROCUDE THE SYSTEM WATER SUPPLY CURVE. WHEN PERFORMING THE HYDRAULIC CALCULATION, REDUCE THE WATER SUPPLY CURVE BY THE GREATER OF 10 PSI OR 10%.

B. PROVIDE 7 PSI MINIMUM PRESSURE AT SPRINKLER HEADS, OR THE MINIMUM PRESSURE REQUIRED BY THE SPRINKLER HEAD MANUFACTURER. COMPLY WITH ALL UNDERWRITERS' AND CODE AUTHORITIES REQUIREMENTS.

C. WATER FLOW VELOCITY AT THE DESIGN FLOW CONDITION SHALL NOT EXCEED 10 FEET PER SECOND IN ANY PORTION OF THE SYSTEM.

D. PROVIDE THEAPPLICABLE OUTDOOR HOSESTREAM ALLOWANCE FOR THE HAZARD CALCULATED. NO INDOOR HOSE STREAMS ARE REQUIRED.

E. ADD AN ADDITIONAL 500 GPM OF PROCESS WATER DEMAND TO THE HOSE STREAM ALLOWANCE.

F. THE FIRE PROTECTION ENGINEER IS RESPONSIBLE FOR IDENTIFYING REQUIRED DESIGN AREA AND SPRINKLER SPACING/DENSITY ADJUSTMENTS BASED ON THE CEILING TYPE AND LOCAL OBSTRUCTIONS AS REQUIRED BY NFPA 13.

G. NO DESIGN AREA REDUCTIONS ARE PERMITTED BELOW THE MINIMUMS IDENTIFIED ON THIS SHEET (EVEN IF PERMITTED BY NFPA 13).

ORDINARY HAZARD GROUP 2 REQUIRES A MINIMUM SPRINKLER DENSITY OF: 0.2 GPM/SQ.FT OVER 1,500 SQ. FT.

TOTAL DEMAND: 0.2 GPM/SF x 1,500 SF300 GPM

ESTIMATED HYDRAULIC BUILDUP/OVERAGE (10%)30 GPM

TOTAL SPRINKLER DEMAND330 GPM

HOSE STREAM ALLOWANCE250 GPM

PROCESS WATER DEMAND500 GPM

TOTAL FLOW DEMAND1080 GPM

AVAILABLE PRESSURE AT FLOW DEMAND (BASED ON PRELIMINARY HYDRANT FLOW CURVE)70 PSIG

AVAILABLE WITH 10 PSI SUPPLY CURVE REDUCTION60 PSIG

BUILDING HEIGHT IS 35'-0" WHICH REQUIRES 15 PSIG TO OVERCOME GRAVITY.

TYPICAL SPRINKLER LOSS IS ESTIMATED AT 30 PSIG.

TOTAL FRICTION AND ELEVATION PRESSURE LOSS ESTIMATED AT 45 PSIG.

ADD 5 PSIG CUSHION FOR DESIGN.

TOTAL PRESSURE REQUIRED50 PSIG

PRELIMINARY HYDRANT FLOW TEST DATA

TEST DATE:06/17/2021

TEST PERFORMED BY:WESTCHESTER JOINT WATER WORKS

HYDRANT NUMBER

LOCATION

STATIC PRESSURE (PSIG)

RESIDUAL PRESSURE (PSIG)

FLOW (GPM)

3503

PURCHASE STREET

80

52

-

3504

PURCHASE STREET

-

-

1,918

TEST HYDRANT

FLOW HYDRANT

CALCULATED FLOW AVAILABLE AT 20PSI:2,895 GPM

NOTES:

1. THE PURCHASE STREET BOOSTER PUMPS WERE ON WHILE THE HYDRANT FLOW TEST WAS BEING PERFORMED.

2. FLOW TEST DATA PROVIDED FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CURRENT FLOW TEST DATA. THE CONTRACTOR SHALL SCHEDULE AND PAY ALL ASSOCIATED FEES FOR A NEW FLOW TEST.

GENERAL NOTES

1. THE DESIGN SHALL COMPLY WITH THE REQUIREMENTS OF NFPA, STATE BUILDING/FIRE/PLUMBING CODES, AND THOSE OF ANY CITY, STATE, OR FEDERAL AGENCY TAKING JURISDICTION OVER THIS PROJECT AND FIRE MARSHALL. ALL REFERENCES TO THE FOLLOWING STANDARDS IN THE CONTRACT DOCUMENTS SHALL REFER TO THE APPLICABLE DATES AND VERSIONS BELOW WHERE THEY ARE NOT EXPLICITLY STATED. NOTE THAT THE FOLLOWING LIST IS NOT COMPREHENSIVE AND IS PROVIDED FOR REFERENCE ONLY.

A. NFPA 13, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS-2016

B. NFPA 25, STANDARD FOR THE INSPECTION, TESTING, AND MAINTENANCE OF WATER-BASED FIRE PROTECTION SYSTEMS-2017

C. NFPA 2001, STANDARD ON CLEAN AGENT FIRE EXTINGUISHING SYSTEMS-2015

D. 2020 BUILDING CODE OF NEW YORK STATE

E. 2020 FIRE CODE OF NEW YORK STATE

F. 2020 PLUMBING CODE OF NEW YORK STATE

2. WHERE USED IN THE CONTRACT DOCUMENTS, "DESIGN ENGINEER" SHALL MEAN THE PROFESSIONAL ENGINEER OF RECORD FOR THE BID-PHASE CONTRACT DOCUMENTS. "FIRE PROTECTION ENGINEER" SHALL MEAN THE CONTRACTOR'S PROFESSIONAL ENGINEER OF RECORD FOR THE CONSTRUCTION-PHASE DOCUMENTS. THE FIRE PROTECTION ENGINEER SHALL BE A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK WITH SUFFICIENT EXPERIENCE IN THE DESIGN OF THE SYSTEMS INCLUDED IN THE CONTRACT DOCUMENTS.

3. FIRE DEPARTMENT CONNECTIONS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 912 OF THE BUILDING CODE, SECTION 912 OF THE FIRE CODE AND NFPA 13.

4. PLANS INDICATE GENERAL SCOPE OF WORK. REFER TO CONTRACT DOCUMENTS AND SPECIFICATIONS FOR DETAILS ON ENTIRE SCOPE OF WORK. LOCATIONS OF SPRINKLER OUTLETS, BRANCH LINES AND FEED MAINS ARE DIAGRAMMATIC. THE DRAWINGS ARE NOT MEANT TO SHOW ALL OFFSETS AND PIPING ELEVATIONS TO INSTALL THE PROPOSED SPRINKLER SYSTEM. THE CONTRACTOR SHALL PROVIDE AND INSTALL FINAL SPRINKLER OUTLETS, BRANCHES AND FEED MAINS AS REQUIRED BY APPLICABLE CODES AND THE AHJ.

5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE WORK WITH THAT OF ALL OTHER TRADES. THE INSTALLING CONTRACTOR SHALL COORDINATE ALL WORK TO THE EXISTING AND/OR NEW FIELD CONDITIONS.

6. ANY INTERFERENCE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND DESIGN/BUILDER, AND SHALL BE RESOLVED PRIOR TO THE INSTALLATION OF WORK. ANY SIZES OF NEW PIPING SHOWN ON THE PLAN ARE MEANT TO BE A GUIDE FOR ESTIMATING THE WORK.

7. THE FIRE PROTECTION CONTRACTOR SHALL SUBMIT AT LEAST TWO (2) SETS OF FABRICATION DRAWINGS. A PRELIMINARY SET OF FABRICATION DRAWINGS SHALL BE SUBMITTED TO SHOW THE INTENDED DETAILED LAYOUT OF THE SYSTEMS, AN AS-BUILT SET OF FABRICATION DRAWINGS SHALL BE SUBMITTED TO SHOW ANY DEVIATIONS IN THE SYSTEMS FROM THE PRELIMINARY SET. ALL FABRICATION DRAWINGS SHALL BE SIGNED AND SEALED BY THE FIRE PROTECTION ENGINEER.

8. THE FIRE PROTECTION CONTRACTOR SHALL SUBMIT AT LEAST TWO (2) SETS OF ALL CALCULATIONS REQUIRED BY BUILDING CODE AND/OR APPLICABLE NFPA STANDARDS FOR ALL SYSTEMS INCLUDED IN THE CONTRACT DOCUMENTS. A SET OF PRELIMINARY AND AS-BUILT CALCULATIONS SHALL BE SUBMITTED ALONG WITH THE RESPECTIVE FABRICATION DRAWINGS. HYDRAULIC NODES USED IN THE CALCULATIONS SHALL BE SHOWN ON THE FABRICATION DRAWINGS. ALL CALCULATIONS SHALL BE SIGNED AND SEALED BY THE FIRE PROTECTION ENGINEER.

9. FABRICATION DRAWINGS AND CALCULATIONS SHALL BE SUBMITTED TO THE AUTHORITY HAVING JURISDICTION AND INSURANCE UNDERWRITERS PRIOR TO SUBMITTING TO THE DESIGN ENGINEER FOR REVIEW. CONSTRUCTION SHALL NOT COMMENCE UNTIL THE PRELIMINARY FABRICATION DRAWINGS AND CALCULATIONS HAVE BEEN APPROVED BY BOTH THE AHJ AND THE DESIGN ENGINEER.

10. PROVIDE ONE (1) NEW TWO-HYDRANT FLOW TEST AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION AND NFPA. THE HYDRANT FLOW TEST SHALL BE PROVIDED BEFORE CONSTRUCTION BEGINS AND WITHIN A YEAR OF PROJECT CLOSE-OUT UNLESS THE AUTHORITY HAVING JURISDICTION REQUIRES A TEST WITHIN A SHORTER TIMEFRAME. IF MORE THAN A YEAR ELAPSES AFTER THE INITIAL FLOW TEST, THE CONTRACTOR SHALL PROVIDE A NEW FLOW TEST AND UPDATED HYDRAULIC CALCULATIONS SUBJECT TO THE SAME REQUIREMENTS AS THE ORIGINAL DOCUMENTS.

SPRINKLER SYSTEM NOTES

1. THE ENTIRE SPRINKLER SYSTEM INCLUDING BUT NOT LIMITED TO COMPONENTS, SIZING, SPACING, LOCATION, CLEARANCES, POSITION, AND TYPE OF SYSTEMS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903 OF THE BUILDING CODE, SECTION 903 OF THE FIRE CODE, NFPA 13, AND NFPA 25.

2. AS PER CHAPTER 6 OF NFPA 13 AND SPECIFICATION SECTION 21 10 00, ONLY APPROVED MATERIALS SHALL BE USED.

3. DIRECT CONNECTION OF SPRINKLERS TO THE PUBLIC WATER SYSTEM SHALL CONFORM TO CHAPTER 23 OF NFPA 13.

4. SPRINKLERS SHALL BE PROTECTED AGAINST FREEZING AND INJURY AS PER SECTION 10.5 OF NFPA 13.

5. INSPECTIONS AND TESTS OF SPRINKLERS SHALL BE CONDUCTED AS PER SECTIONS 10.10.2.2.1 AND 24.2.1.1 OF NFPA 13.

6. THE OCCUPANCY OF THE AREAS TO BE SPRINKLERED IN ACCORDANCE WITH CHAPTER 5 OF NFPA 13 SHALL BE THOSE SPECIFIED ON THE PLANS.

7. MULTIPLE INSPECTOR'S TEST CONNECTIONS OR MULTIPLE FLOOR CONTROL VALVES SHALL BE PROVIDED TO TEST EACH WATERFLOW ALARM DEVICE FOR EACH SYSTEM IN ACCORDANCE WITH SECTION 8.17.4.2.1, FIGURE A.8.17.4.2(a) AND FIGURE A.8.17.4.2(b) OF NFPA 13.

8. PIPING, SPECIFICATIONS, PIPE SCHEDULES, SYSTEM TEST PIPES, PROTECTION AGAINST CORROSION DAMAGE, FITTINGS, VALVES, HANGERS, SPRINKLERS, GUARDS AND SHIELDS SHALL BE IN ACCORDANCE WITH CHAPTERS 6 & 9 OF NFPA 13 AND SPECIFICATION SECTION 21 10 00.

9. STOCK OF SPARE SPRINKLERS AND A SPECIAL SPRINKLER WRENCH SHALL BE FURNISHED AS PER SECTION 6.2.9 OF NFPA 13 AND SPECIFICATION SECTION 21 10 00 (REQUIRED FOR EACH TEMPERATURE RATING).

10. SPRINKLER ALARMS SHALL BE IN ACCORDANCE WITH SECTIONS 6.9 AND 8.17 OF NFPA 13, SPECIFICATION SECTION 21 10 00 AND SECTION 903.4 OF THE BUILDING CODE.

11. ALL CONCEALED SPACES ENCLOSED WHOLLY OR PARTIALLY BY EXPOSED COMBUSTIBLE CONSTRUCTION OR ARE USED FOR THE STORAGE OF COMBUSTIBLE MATERIALS, OR CONTAIN COMBUSTIBLES ASSOCIATED WITH BUILDING SYSTEM FEATURES SUCH AS LARGE BUNDLES OF COMPUTER WIRING OR LARGE QUANTITIES OF NON-METALLIC PIPING, ETC. SHALL BE PROTECTED BY SPRINKLERS EXCEPT IN CONCEALED SPACES WHERE SPRINKLERS ARE NOT REQUIRED TO BE INSTALLED BY SECTIONS 8.15.1.2.1 THROUGH 8.15.1.2.15 OF NFPA 13.

12. ALL PIPING PASSING THROUGH FIRE RATED WALLS AND HORIZONTAL ASSEMBLIES SHALL COMPLY WITH SECTION 712 OF THE BUILDING CODE.

13. DISTANCE OF SPRINKLERS FROM HEAT SOURCES SHALL BE IN ACCORDANCE WITH SECTION 8.3.2 OF NFPA 13.

14. ALL PIPING PASSING THROUGH FOUNDATION WALLS SHALL BE PROTECTED WITH PIPE SLEEVES HAVING CLEARANCES AS PER SECTION 9.3.4 OF NFPA 13.

15. ALL VALVES SHALL BE IDENTIFIED AS REQUIRED BY SECTIONS 6.7.4, 8.16.1.1.8 AND 8.16.1.4.3 OF NFPA 13.

16. DRAINAGE SYSTEM TO CONFORM TO SECTION 8.16.2 OF NFPA 13.

17. PROVIDE ACCESS PANELS AND SIGNAGES FOR CONCEALED SHUT-OFF VALVES.

18. PROVIDE SEAL AGAINST WATER INTRUSION AT PIPE ENTRANCE.

CLEAN AGENT SYSTEM NOTES

1. THE ENTIRE CLEAN AGENT SYSTEM SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 904 OF THE BUILDING CODE, SECTION 904 OF THE FIRE CODE AND NFPA 2001.

2. AS PER CHAPTER 4 OF NFPA 2001 AND SPECIFICATION SECTION 21 22 00, ONLY APPROVED MATERIALS SHALL BE USED.

3. INSPECTIONS AND TESTS OF CLEAN AGENT SYSTEMS SHALL BE IN ACCORDANCE WITH CHAPTER 7 OF NFPA 2001 AND SPECIFICATION SECTION 21 22 00.

4. THE DESIGN AGENT CONCENTRATION SHALL BE AS REQUIRED BY NFPA 2001 CHAPTER 5 FOR THE ASSOCIATED HAZARDS PRESENT IN THE PROTECTED AREA.

5. PIPING, SPECIFICATIONS, PIPE SCHEDULES, SYSTEM TEST PIPES, PROTECTION AGAINST CORROSION DAMAGE, FITTINGS, VALVES, HANGERS, NOZZLES AND SILENCERS SHALL BE IN ACCORDANCE WITH CHAPTER 4 OF NFPA 2001 AND SPECIFICATION SECTION 21 22 00.

6. ALARMS SHALL BE IN ACCORDANCE WITH SECTION 4.3 OF NFPA 2001, AND SPECIFICATION SECTION 21 22 00.

7. ALL PIPING PASSING THROUGH FIRE RATED WALLS AND HORIZONTAL ASSEMBLIES SHALL COMPLY WITH SECTION 712 OF THE BUILDING CODE.

8. ALL WARNING AND INSTRUCTION SIGNS SHALL BE PROVIDED AS REQUIRED BY SECTION 4.3.5.5 OF NFPA 2001 AND SPECIFICATION SECTION 21 22 00. PROVIDE IDENTIFICATION SIGNS FOR ALL VALVES AND MAJOR COMPONENTS IN THE SYSTEM.

9. PROVIDE ACCESS PANELS AND SIGNAGES FOR CONCEALED SHUT-OFF VALVES.

CLEAN AGENT SEQUENCE OF OPERATIONS

SYSTEM SEQUENCE OF OPERATION SHALL BE PRE-SET AT THE FACTORY AND PERFORM THE FOLLOWING:

1. DURING NORMAL CONDITIONS, THE RELEASING PANEL SHALL SEND A CONTINUOUS STATUS SIGNAL TO THE BUILDING FACP INDICATING THE STATUS OF THE INERT GAS SYSTEM. THE TWO STATES OF THIS SIGNAL SHALL BE "READY" WHEN NO ISSUE IS DETECTED AND "TROUBLE" WHEN THE PANEL'S TROUBLE RELAY IS ACTIVATED FOR ANY REASON. A TROUBLE SIGNAL SHALL ACTIVATE FOUR SYSTEM IMPAIRMENT ALARMS. THREE SUCH ALARMS SHALL ACTIVATE IN THE PROTECTED SPACES, ONE IN SCADA ROOM (207), ONE IN ELECTRICAL ROOM (203) AND ONE IN ELECTRICAL ROOM (119). A FOURTH ALARM SHALL ACTIVATE LOCAL TO THE RELEASING PANEL IN HVAC ROOM (208). DEACTIVATION OF IMPAIRMENT ALARMS SHALL ONLY BE POSSIBLE BY MANUAL ACKNOWLEDGEMENT AT THE RELEASING PANEL.

2. THE ACTIVATION OF ANY SINGLE AUTOMATIC DETECTION DEVICE ASSOCIATED WITH THE INERT GAS SYSTEM SHALL SEND A SIGNAL TO THE RELEASING PANEL, WHICH SHALL PERFORM THE FOLLOWING OPERATIONS:

A. ENERGIZE THE PRE-DISCHARGE TIMER (NOT TO EXCEED 30 SECONDS) AND OPERATE AUXILIARY FUNCTIONS

B. ACTIVATE PRE-DISCHARGE ALARMS LOCAL TO THE RELEASING PANEL IN HVAC ROOM (208). THESE ALARMS SHALL REMAIN ACTIVATED UNTIL THE INERT GAS CHARGE HAS BEEN RELEASED, OR UNTIL MANUALLY DISABLED AT THE RELEASING PANEL.

C. ACTIVATE EVACUATION ALARMS IN ALL THREE PROTECTED SPACES. THESE ALARMS SHALL REMAIN ACTIVATED UNTIL MANUALLY DISABLED AT THE RELEASING PANEL.

D. ACTIVATE DISCHARGE WARNING ALARMS AT THE ENTRANCES TO ALL THREE PROTECTED SPACES. THESE ALARMS SHALL REMAIN ACTIVATED UNTIL MANUALLY DISABLED AT THE RELEASING PANEL.

E. SEND A PRE-DISCHARGE ALARM SIGNAL TO THE FACP.

F. HVAC EQUIPMENT WITHIN THE PROTECTED SPACE IN WHICH DETECTION EQUIPMENT WAS ACTIVATED, AUTOMATIC DAMPERS, AND AIR HANDLING UNITS SERVING THAT SPACE SHALL BE SHUTDOWN BY OTHER EQUIPMENT.

3. DURING THE PRE-DISCHARGE COUNTDOWN, ACTUATION OF THE ABORT BUTTON(S) ALLOWS THE PRE-DISCHARGE TIMER TO COUNTDOWN NORMALLY, BUT STOPS AND HOLDS AT 10 SECONDS UNTIL THE RELEASE OF THE ABORT. SUCCESSIVE ABORTS ARE POSSIBLE. FULL SYSTEM DEACTIVATION SHALL ONLY BE ACHIEVED BY KEY MAINTENANCE BYPASS SWITCH(ES) WITH KEY REMOVABLE ONLY IN THE NORMAL POSITION. DURING THESE CONDITIONS, THE RELEASING PANEL SHALL PERFORM THE FOLLOWING OPERATIONS:

A. ACTUATION OF THE ABORT BUTTON(S) SHALL ACTIVATE FOUR SYSTEM IMPAIRMENT ALARMS. THREE SUCH ALARMS SHALL ACTIVATE IN THE PROTECTED SPACES, ONE IN SCADA ROOM (207), ONE IN ELECTRICAL ROOM (203) AND ONE IN ELECTRICAL ROOM (119). A FOURTH ALARM SHALL ACTIVATE LOCAL TO THE RELEASING PANEL IN HVAC ROOM (208). THE RELEASING PANEL SHALL SEND A "RELEASE DELAYED" STATUS SIGNAL TO THE FACP. DEACTIVATION OF IMPAIRMENT ALARMS SHALL ONLY BE POSSIBLE BY MANUAL ACKNOWLEDGEMENT AT THE RELEASING PANEL.

B. ACTUATION OF THE KEY BYPASS SWITCH SHALL ACTIVATE FOUR SYSTEM IMPAIRMENT ALARMS. THREE SUCH ALARMS SHALL ACTIVATE IN THE PROTECTED SPACES, ONE IN SCADA ROOM (207), ONE IN ELECTRICAL ROOM (203) AND ONE IN ELECTRICAL ROOM (119). A FOURTH ALARM SHALL ACTIVATE LOCAL TO THE RELEASING PANEL IN HVAC ROOM (208). A FOURTH ALARM SHALL ACTIVATE LOCAL TO THE RELEASING PANEL IN HVAC ROOM (208). THE RELEASING PANEL SHALL SEND A "RELEASE PREVENTED" STATUS SIGNAL TO THE FACP. DEACTIVATION OF IMPAIRMENT ALARMS SHALL ONLY BE POSSIBLE BY MANUAL ACKNOWLEDGEMENT AT THE RELEASING PANEL.

4. IF THE PRE-DISCHARGE TIMER REACHES 0, THE RELEASING PANEL SHALL PERFORM THE FOLLOWING OPERATIONS:

A. ACTIVATE THE PRIMARY RELEASE UNIT AND ZONE SELECTOR VALVE TO DISCHARGE THE INERT GAS SYSTEM INTO THE SPACE IN WHICH RELEASING OR DETECTION EQUIPMENT WAS ACTUATED.

B. ACTIVATE DISCHARGE ALARMS IN ROOMS HVAC ROOM (208) AND THE SPACE IN WHICH DETECTION EQUIPMENT WAS ACTIVATED. THESE ALARMS SHALL REMAIN ACTIVATED UNTIL MANUALLY DISABLED AT THE RELEASING PANEL.

C. SEND A DISCHARGE ALARM SIGNAL TO THE FACP.

D. OPERATE AUXILIARY FUNCTIONS

5. ACTIVATION OF A MANUAL ACTIVATION STATION SHALL HAVE THE SAME EFFECT AS ACTIVATION OF AN AUTOMATIC DETECTION DEVICE (ITEM 2).

DOUBLE-INTERLOCK PREACTION SPRINKLER SEQUENCE OF OPERATIONS

SYSTEM SEQUENCE OF OPERATION SHALL BE PRE-SET AT THE FACTORY AND PERFORM THE FOLLOWING:

1. THE PREACTION PANEL SHALL SEND A CONTINUOUS STATUS SIGNAL TO THE BUILDING FACP INDICATING THE STATUS OF THE PREACTION SYSTEM.

2. IN THE THE "SET" CONDITION, THE PREACTION VALVE'S PNEUMATIC ACTUATOR SHALL BE HELD CLOSED BY BOTH SUPERVISORY PRESSURE MAINTAINED DOWNSTREAM OF THE PREACTION VALVE AND A NORMALLY CLOSED ELECTRIC SOLENOID VALVE.

3. THE "TROUBLE" CONDITION SHALL INITIATE IF A SPRINKLER OPENS PRIOR TO THE OPERATION OF THE DETECTION SYSTEM, ANY TIME SUPERVISORY PRESSURE DOWNSTREAM OF THE PREACTION VALVE IS LOST OR ANY TIME THE ELECTRIC SOLENOID IS OPENED WITHOUT AN ACTUATION SIGNAL FROM DETECTION DEVICES IN THE PROTECTED SPACES. IN THE "TROUBLE" CONDITION, THE PREACTION VALVE DOES NOT OPEN, AND TWO ALARMS SHALL ACTIVATE. ONE ALARM SHALL ACTIVATE IN THE PROTECTED SPACE SCADA ROOM (207). A SECOND ALARM SHALL ACTIVATE LOCAL TO THE PREACTION PANEL IN HVAC ROOM (208). DEACTIVATION OF TROUBLE ALARMS SHALL ONLY BE POSSIBLE BY MANUAL ACKNOWLEDGEMENT AT THE PREACTION PANEL.

4. THE "FIRE" CONDITION SHALL INITAIE ONLY WHEN BOTH THE SUPERVISORY PRESSURE IS RELIEVED AND THE ELECTRIC SOLENOID VALVE OPENS. THE ACTION OF BOTH OF THESE EVENTS OCCURING AT THE SAME TIME SHALL OPEN THE PREACTION VALVE. THE PREACTION VALVE SHALL OPEN WHETHER THE "FIRE" CONDITION IS PRECEDEED BY A "SET" OR "TROUBLE" CONDITION.

5. THE "MANUAL OPERATION" CONDITION SHALL INITIATE WHEN THE EMERGENCY RELEASE HANDLE IN THE PREACTION PANEL IS PULLED. IN THE "MANUAL OPERATION" CONDITION, THE PREACTION VALVE SHALL OPEN.

6. IN ANY CONDITION, WATER SHALL ONLY FLOW INTO THE PROTECTED SPACE IF ONE OR MORE PREACTION SPRINKLER HEAD IS OPENED AND THE PREACTION VALVE IS OPENED.

CLEAN AGENT SYSTEMS DESIGN CRITERIA

CLEAN AGENT VOLUME REQUIREMENTS

ROOM	HAZARD HEIGHT	TEMPERATURE	ROOM AREA	ROOM VOLUME	SAFETY FACTOR	DESIGN CONCENTRATION	TOTAL REQUIRED	AGENT
ELECTRICAL ROOM 119	13' - 0"	50-80°F	1160 SF	15080 CU FT	1.35	6.1%	890 LB	FK-5-1-12
ELECTRICAL ROOM 203	14' - 4"	50-80°F	880 SF	12620 CU FT	1.35	6.1%	740 LB	FK-5-1-12
SCADA ROOM 207	14' - 4"	68-72°F	250 SF	3590 CU FT	1.35	6.1%	210 LB	FK-5-1-12

WARNING

IT IS A VIOLATION OF SECTION 7209.2 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY PLANS, SPECIFICATIONS, PLATS OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED. IF AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE, THE DATE, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

PROJECT ENGINEER:R. FROST

DESIGNED BY:M. GIORDANO

DRAWN BY:R. CHIN

CHECKED BY:R. VAN DYKE

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE

01/2"1"

BID SET

HAZEN

HAZEN AND SAWYER

498 SEVENTH AVENUE, 11th FLOOR

NEW YORK, NEW YORK 10018

WESTCHESTER JOINT WATER WORKS

MAMARONECK, NY

RYE LAKE WATER FILTRATION PLANT

HARRISON, NY

DATE:FEB 2025

HAZEN NO.:90388-000

CONTRACT NO.:A1364-A

DRAWING NUMBER:FP-001

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Autoback Docs\90388-000_Prg_Lake_Filtration\90388-000-WJWP-P-01

**Attachment C – Pre-Bid Conference Presentation
and Pre-Bid Conference Attendance List/List of
Potential Bidders**



Westchester Joint
Water Works

Rye Lake Water Filtration Plant

Pre-Bid Meeting
May 5, 2025



Introductions

Introductions

Participants



- Westchester Joint Water Works
- Hazen
 - Eileen Feldman, Project Manager
 - efeldman@hazenandsawyer.com
 - Office: (212) 539-7031
 - Cell: (732) 236-4055

Agenda



- Project Background and Need
- Project Overview
- Permitting and Environmental Considerations
- Important Contractual Requirements
- Bidding
- Site Walkthrough

Project Background and Need

Project Background and Need

The project is necessary to maintain the health and safety of WJWW customers; to comply with a USEPA Administrative Order, a NYS Supreme Court Order and the USEPA and NYS Sanitary Code surface water filtration requirements.

- WJWW's Rye Lake water source is currently treated at the Rye Lake Pump Station (RLPS)
- A new 30-mgd dissolved air flotation/filtration (DAFF) water filtration plant will be constructed



Project Scope and Siting

Building Size: Approximately 1 acre

LOD: 5.7 acres

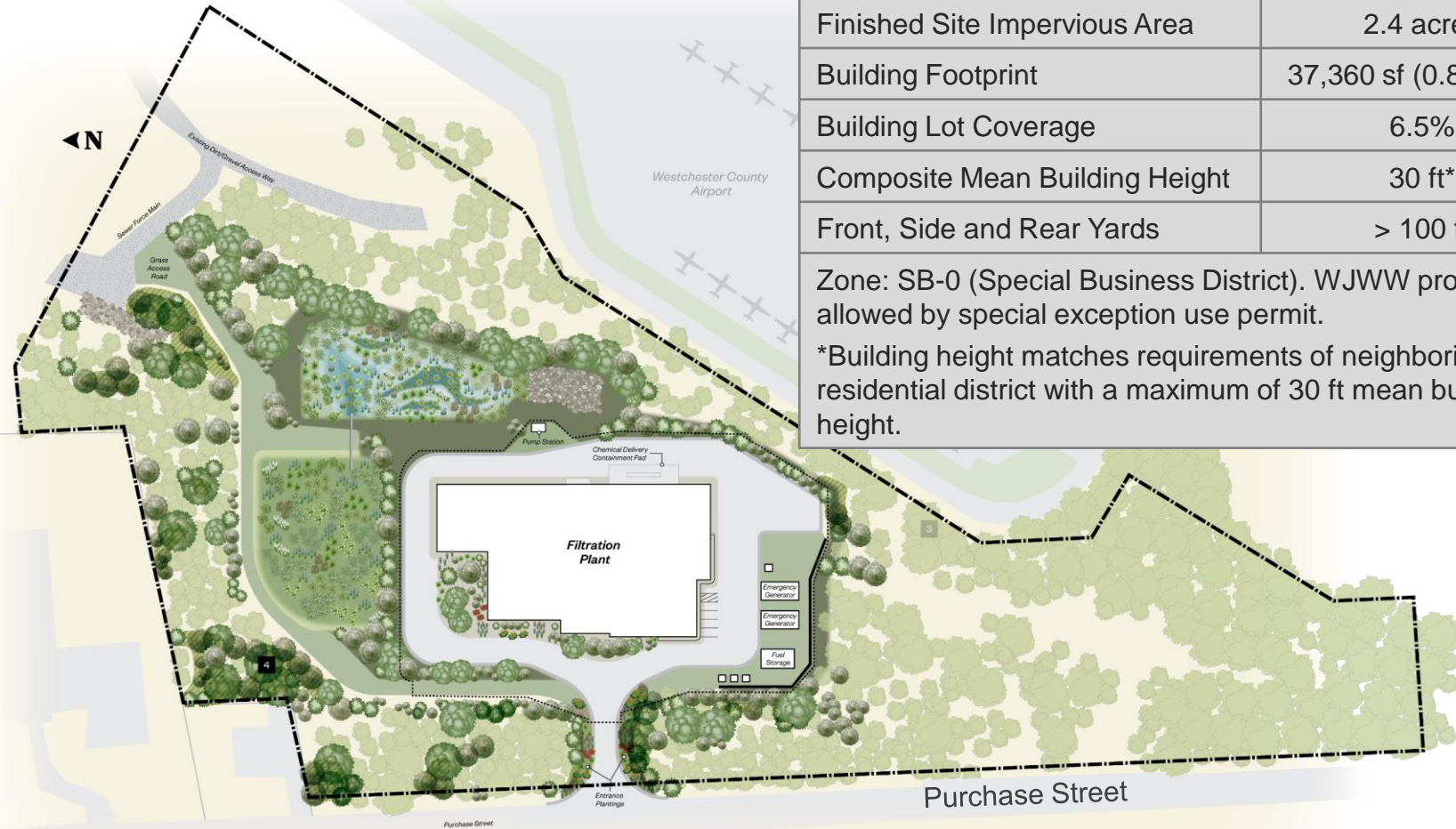
Property Size: 13.4 acres

- Located on the east side of the 4300 Block of Purchase Street, Purchase, NY 10604.
- Construction/site entrance is approximately across from Kempner Lane on Purchase Street, Purchase, NY.
- WJWW currently owns the property.
- **The project is located in the NYC watershed.** While major land disturbance is not anticipated, watershed protection measures (SWPPP) are in place and must be adhered to.
- Harrison Zoning and Buffers
 - Harrison Zoning: Special Business District (SB-0)
 - Maintain 100-ft buffer to Purchase Street with trees



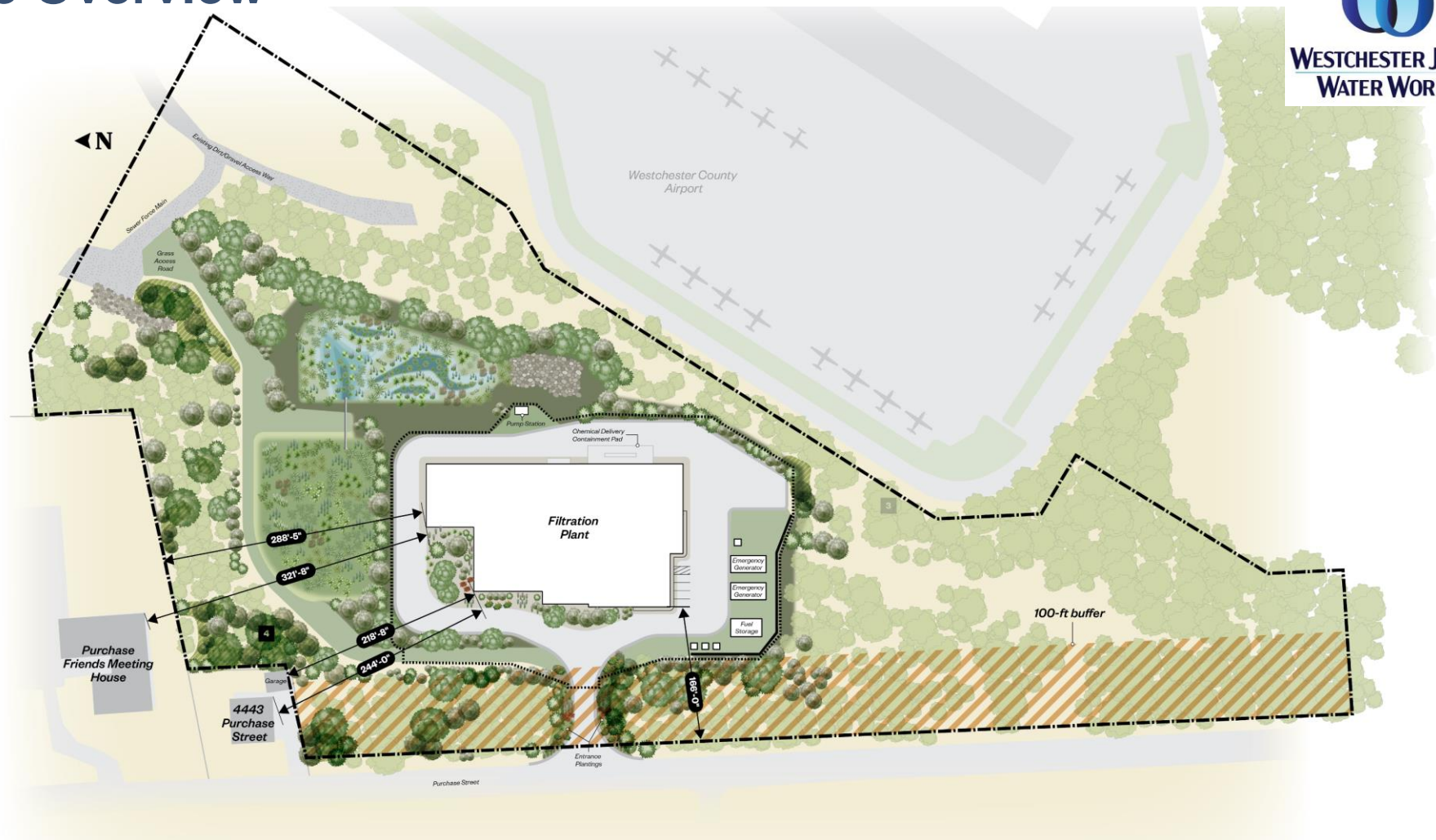
Project Overview

Site Overview



Lot Area	13.4 acres
Finished Site Impervious Area	2.4 acres
Building Footprint	37,360 sf (0.86 acres)
Building Lot Coverage	6.5%
Composite Mean Building Height	30 ft*
Front, Side and Rear Yards	> 100 ft
Zone: SB-0 (Special Business District). WJWW properties allowed by special exception use permit. *Building height matches requirements of neighboring residential district with a maximum of 30 ft mean building height.	

Site Overview



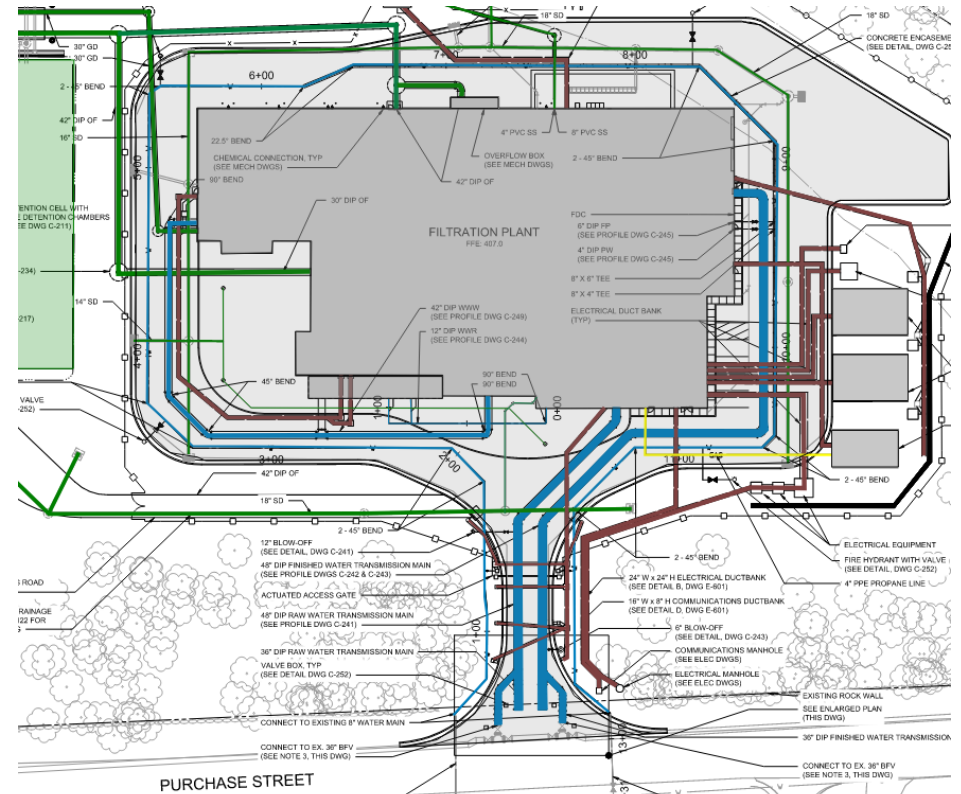
Site Components



- Filtration Building
- Site Access Drive meeting Purchase Fire Department Requirements
- Emergency Generators
- Propane Tank
- Protected Chemical Delivery Area
- Multi-stage Stormwater Management
 - Constructed Wetlands
 - Bioretention
 - Stormwater Detention Chambers
- Extensive Plantings

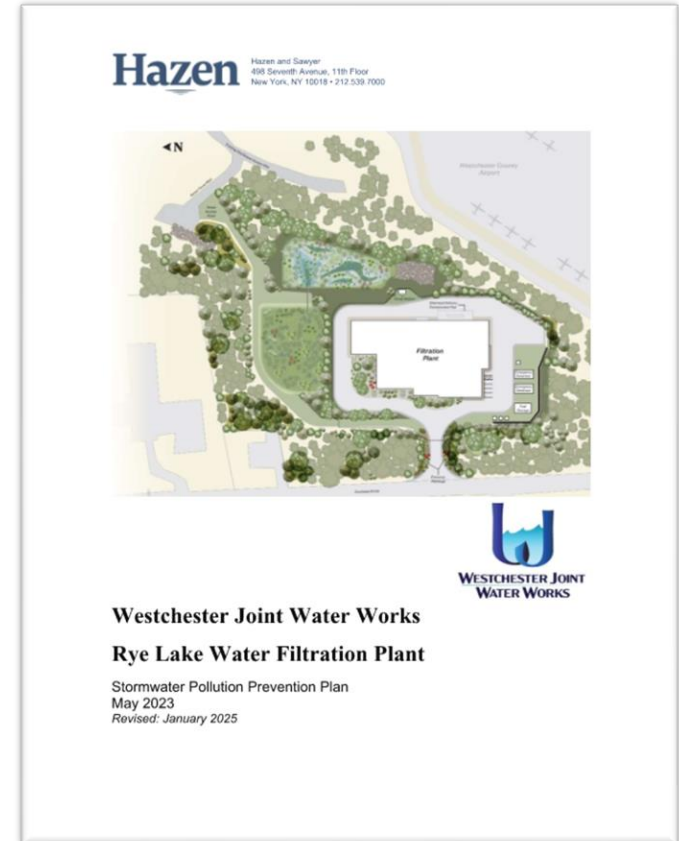
Civil

- **Tree clearing**
 - Performed Winter 2025 (Bat Restriction)
 - WFP Contractor to remove stumps
- **Single Access Driveway**
 - Dictated by the Purchase Street Setback
 - No other access permitted off Purchase Street
 - Congested corridor for below grade infrastructure
- **No existing utility services (water, electric, sanitary)**
- **Yard Piping**
 - 48" Diameter RW and FW Transmission Mains
 - 42" Diameter Overflow
 - 30" Gallery Drain
 - 8" Water Main Extension
 - 4" Sanitary Force Main (to be coordinated with separate contract)
- **Airport Security Fence**



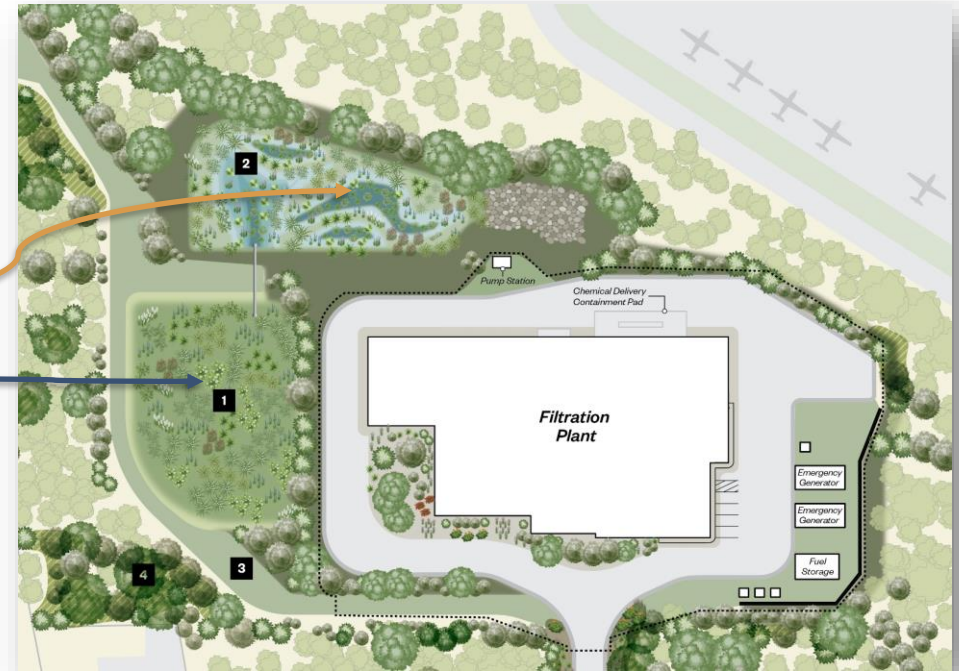
Civil – Erosion and Soil Control

- NYSDEC SPDES GP 0-25-001
- Protect downstream waterbodies and wetlands
- Stormwater Pollution Prevention Plan (SWPPP)
 - Approved NYCDEP and Town MS4
 - Contractor / Sub-Contractors required to sign
 - Copy of SWPPP provided in Specifications Volume 4 – Appendix I
- **Notify DEP and Town prior to work starting**
- Contractor shall provide inspections by trained Contractor and qualified inspector
- Limited staging and parking areas
 - Will need to provide shuttle service for workers
- Phasing Plans show sequence of work and BMPs to be installed
- BMPs must be maintained throughout construction
 - Sediment Basins w/ bird deterrents
- Cannot disturb more than 5 acres at one time without approvals from NYCDEP, Town, and potentially NYSDEC



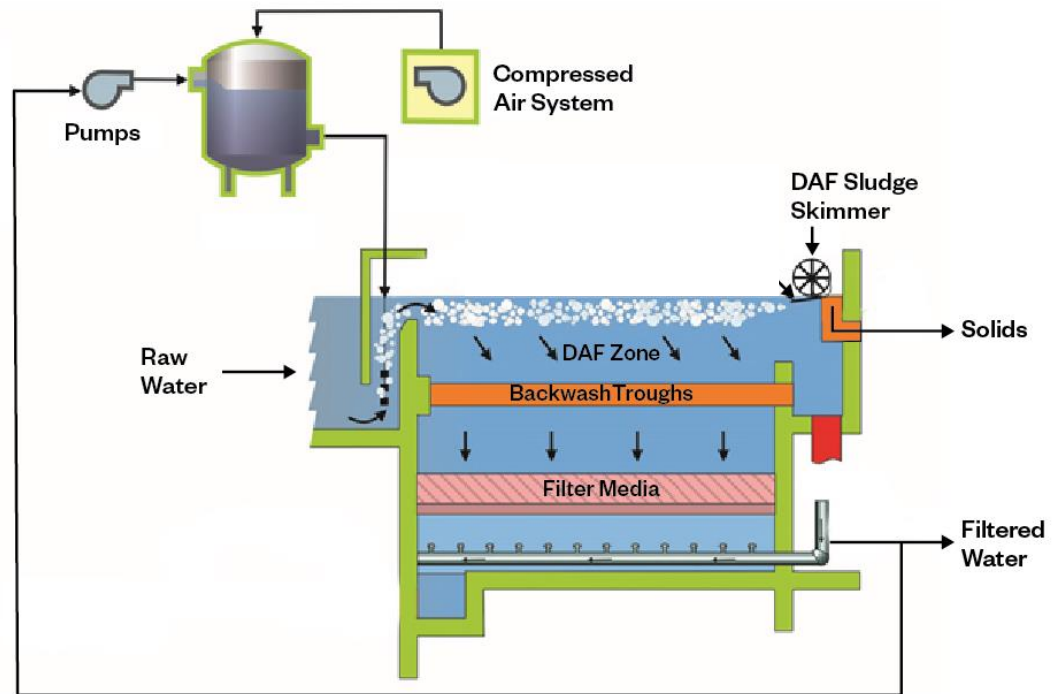
Civil – Stormwater Management

- Storm drain diversion around the site
 - Near access gate
 - Diverts flow from south side to north side
- Below grade drainage network around WFP
- Stormwater SMP's
 - Stormwater Wetland w/ Bird Deterrent
 - Bioretention Cell w/ sub-surface Detention Chambers
 - Both converted from sediment basins
- 42-Inch Culvert Crossing
 - Existing culvert replacement
 - Space constrained area (adjacent to wetland)
 - Sanitary FM runs underneath
- Roadway Underdrains



Process Mechanical

- Treatment Selection
 - Dissolved Air Flotation/Filtration (DAFF) treatment
 - Used widely throughout the Northeast on similar water supplies
- Capacity
 - 30 million gallons per day



Process Mechanical



- Sole source items:
 - UV: DeNora UV Technologies to match
- Instructions/key issues for Contractor to be aware of:
 - NSF 61 for all wetted materials – even process residuals and waste washwater
 - Submittals requiring PE signature/seal:
 - *Pipe supports*
 - *Steel pipe special fitting elements*
 - *Cranes/hoists*
 - *Polyethylene storage tanks*
 - *Surge tank*
 - *Filter underdrains*
 - *Dewatering centrifuge platforms*
 - *Solids conveyors*

Architectural

- Buildings comply with zoning
- Architectural elements chosen for their aesthetic qualities:
 - Partial stone veneer resembles stone used in walls along Purchase Street
 - Muted colors blend with surroundings
 - Faceting of building sections
 - Gabled roof
 - Front façade windows provide visual interest
 - Expansive buffer of natural trees and vegetation



**WESTCHESTER JOINT
WATER WORKS**



West Elevation



South Elevation



East Elevation



North Elevation



Aerial



View from Purchase Street

Architectural / Structural



- Major architectural components:
 - Standing seam metal roofing over concrete plank and/or metal deck
 - Steel structural framing system with masonry infill, concrete-encased steel structural framing
 - Metal siding, stone veneer, GFB veneer exterior façade materials
 - Exterior wall backup is masonry or cold-formed framing at sloped steel members
- Major architectural components:
 - Totally enclosed excavation support system (coffer cell) for construction of substructure due depth of excavation and groundwater presence (selected by, designed by, and constructed by Contractor)
 - Soil anchor system for tiedown of structure due to buoyancy issues
 - Reinforced concrete substructure walls supported on reinforced concrete mat foundation
 - Roof system consisting of combination of metal decking and precast prestressed concrete hollow core panels

Landscape Architecture

- **Landscape Subcontractor requirements and approvals**
- **Early in-fill planting within buffer zone around work site**
 - Hand dig only, do not disturb existing living tree roots 1" dia. and larger
- **Protection of Existing Trees to Remain – existing trees – limbs, trunks, root systems, etc. shall not be harmed during construction.**
- **Coordinate installation of plantings with appropriate season and Fall dig hazards**
 - *Species with poor survival rates when dug for planting in fall*
- **Planting Submittals – Nursery Requirements and Availability – note longer lead and approval time**
 - *Must be sourced within 250 miles of project site and same climatic zone*
- **Deer Protection Fence and Goose Exclusion Fence – Significant deer and goose presence**
 - *Plants must be protected same day as planting*
 - *Protective fence around plantings on site must be continuous – will be a combination of deer exclusion fence, construction, and permanent fencing, with openings no larger than 4" to prevent deer herbivory. Protective fence to remain at minimum through landscape guarantee unless longer specified at later date.*
- **Landscape Guarantee Period**
 - *Two years from acceptance of planting*

HVAC and Plumbing

- HVAC

- **Heating System (centralized hot water - 1.5 MMBTU/hr)**
 - *Boilers (2), Power Exhausters (2), HW pumps (2), Glycol Makeup Unit (1), Exp. Tank (1)*
 - *Propane Storage - 2,000gal Tank (2), Vaporizer (1), First/Second Stage Regulators*
- **AHU's (9), DHU (1), Mini-splits (3), Supply/Exhaust Fans (9), Electric/HW Unit Heaters (8)**

- Plumbing

- **Water Distribution**
 - *Cross-connection Control –*
 - *Domestic Water System*
 - *Service Water System - "NPW"*
 - *Emergency Fixture System*
- **Sanitary System**
 - *Gravity flow system and non-gravity flow system (3 sump pumps) to on site sanitary pump station*
 - *Drainage piping embedded in concrete slab above water tanks and electrical room*

Fire Protection



- **Wet Sprinkler System**
 - Covers most areas in facility (light hazard and ordinary hazard group 2)
 - Water demand includes: sprinkler (330gpm); hose allowance (250gpm)
 - Clean agent system in electrical/SCADA rooms.
- **Clean Agent System**
 - Provides coverage in Electrical Rooms and SCADA Room (~32,000 ft³)
 - Clean agent (Novec 1230) systems (3 cabinets; ~1,850lbs).
- **Pre-action System (double-interlock)**
 - Provides back-up to clean agent system in the SCADA Room
- **Considerations**
 - Hydrant flow test required to confirm system pressure/flow
 - Delegated design – Fire Protection Engineer (with NYS PE license) required

Electrical



- Con Edison (Utility)
 - Service to be provided by (1) 2000kVA 13.8kV-480Y/277V utility transformer
 - Service assessment is in progress

- Sole source items
 - Generators (Generac)
 - (2) 1000kW Emergency Generators
 - (1) 1000kW Portable Generator
 - Connected to Emergency Generator Switchgear

- Instructions/key issues for Contractor to be aware of
 - Coordination with Con Edison for new electrical service

Instrumentation and Controls



- Integrator: Woodard and Curran
- Major Components
 - SCADA HMI servers and workstations w/VTScada software
 - Redundant PLC control panel
 - Offsite communications hardware (fiber optic & radio)
 - Remote I/O panels with panel mounted HMI interfaces
 - Plant fiber optic network
 - Process instruments
- Sole source items
 - Swan free chlorine analyzers
 - Swan phosphate analyzers
 - Swan UV254 analyzers

Permitting and Environmental Considerations

Permits and Approvals

Obtained to Date



Section 01 41 00 Regulatory Requirements includes a list of permit approvals obtained. Contractor shall comply with conditions (such as pre-construction noticing) and attachments.

- SPDES Construction General Permit
- SWPPP Approval
- FAA Determination of No Hazard for Building Structure
- NYSDEC Freshwater Wetlands Permit (Permit ID 3-5528-0152/00004)
- NYSDEC SPDES Discharge Permit (SDPES # NY0281662, 3-5528-00152/00001)
- NYSDOH Approval of Plans for Public Water Supply Improvement and Approval of Completed Works
- NYSDEC Brownfield Cleanup Program Interim Site Management Plan (ISMP)
- Town of Harrison Engineering Department Land Development Permit
- Town/Village of Harrison Final Subdivision Plat Approval
- Town/Village of Harrison Planning Board Site Plan Approval
- Town/Village of Harrison Planning Board Special Exception Use Resolution Approval
- Town/Village of Harrison Freshwater Wetlands Permit

Permits and Approvals

Contractor to Obtain

Section 01 41 00 Regulatory Requirements states that Contractor shall obtain all necessary permits except for those permits that have specifically been obtained. At a minimum, Contractor shall obtain the following:

- **NYSDEC Dewatering Permit for Dewatering Discharges**
- **FAA Obstruction / Airport Airspace Analysis for crane use**
- Town/Village of Harrison demolition, building, electrical, plumbing and solar energy permits
- Town/Village of Harrison Bureau of Fire Prevention Fire Suppression Systems Permit
- NYSDOT Commercial Access Highway Work Permit
- WCDOH Petroleum Bulk Storage
- Any other permits and approvals required by authorities having jurisdiction for the work

Brownfield Cleanup Program (BCP)

- The Westchester County Airport, including the project site, is enrolled in the BCP
- NYSDEC includes requirements for specific remedial investigations, workplans, and remedial activities
- WJWW is coordinating with NYSDEC to determine exact meet BCP requirements
- Additional information forthcoming in an addendum

Important Contractual Requirements

General Requirements/Information

- Bidders must comply with:
 - US Davis-Bacon Act
 - NYS DOL Prevailing Wage Rates (State and Federal)
 - BABA requirements
 - AIS requirements
- Funding sources:
 - NYS EFC through the SRF and IMG programs
- MWBE/DBE goal: 20%
 - Addendum 3 will have additional information

Section 00 52 00 – Agreement



Consent Decree Milestones:

- Milestone 1: Construction Completion – November 1, 2028
 - Completion of all Filtration Plant facilities construction, ready for checkout, startup and testing
- Milestone 2: Substantial Completion – May 1, 2029
 - Completion of all Filtration Plant facilities checkout, startup and testing, with commencement of Owner responsibility of operation
- Milestone 3: Final Completion – August 1, 2029
 - Completion of project closeout requirements and final payment

Liquidated Damages:

- Starting at \$1,000/day for failure to meet Milestones – tiered for increased period of non-compliance

Section 00 77 00 – Project Labor Agreement



- The PLA has been negotiated between WJWW and the Building and Construction Trades Council of Westchester and Putnam Counties and has been signed by affiliated local unions, for construction of the Rye Lake Water Filtration Plant
- The Contractor shall be responsible to execute the Letter of Assent in the form included as Schedule B of the Project Labor Agreement and deliver to the Owner within five (5) days of the Notice of Award.
- Any subcontract entered into in connection with this Contract shall include the requirement that subcontractors, of whatever tier, sign the Letter of Assent and become a signatory to and agree to be bound by the Project Labor Agreement.

Section 00 73 00 – Supplementary Conditions



- Regular Working Hours:
 - 8:00 am to 4:30 pm, Monday through Friday, excluding holidays
 - No work allowed on Sundays
 - Work allowed outside regular working hours with Owner's written approval
 - Approved work hours on Saturdays and holidays limited to between 10:00 am and 8:00 pm
 - Contractor responsible for obtaining any necessary variance for dissipation, as required by NYS labor law.

Section 00 11 00 – Summary of Work



- Preceding Work:
 - Tree removal work (no stump removal)
 - Transmission Main piping interconnections – tie-in connections to existing mains and valves installed, so Contractor's required piping can be completed without shutdown on existing system
- Concurrent Work:
 - Chemicals – various suppliers TBD, for treatment chemicals for start-up, testing and commissioning, delivered to bulk storage tanks
 - Brownfield Cleanup Program Requirements
 - Special Inspections
- Westchester County Airport Sewer Improvements Contract
 - Others will be constructing a sewer line on the WCA site for connection of the Filtration Plant, up to the property line. Contractor required to coordinate with that project the connection and testing of the Facility's sewer line
- Contractor's use of the Site shall be confined to the limit of disturbance areas shown
- The Contractor shall share use of the Site with other contractors and others specified.
- Contractor shall move stored products that interfere with operations of Owner, other contractors, or others performing work for Owner.

Section 00 11 00 – Summary of Work



- The project site is adjacent to the Westchester County Airport. The Contractor will be required to coordinate with the Airport manager and the air traffic control tower manager for any construction activities which may affect their operations such as fencing, site security, installation of solar panels and the use of temporary cranes or other tall equipment.

01 14 00 – Coordination with Owner's Operations



- Suggested Sequence of Construction – detailed in Specification
 - Stage 1: Mobilization
 - Stage 2: Site Preparations
 - Stage 3: Excavation and Structure Support
 - Stage 4: Stormwater SMP's and Yard Piping
 - Stage 5: Storm Drain Piping, Transmission Mains, Electrical Equipment
 - Stage 6: Filtration Building (**Milestone 2**)
 - Stage 7: Rye Lake Pump Station Work, Final Grading and Paving
 - Stage 8: Restoration and Closeout (**Milestone 3**)
- Major Tie-ins and Shutdowns indicated

01 55 00 – Contractor Access and Parking



- Construction vehicles must enter and exit the site to/from the north on Purchase Street.
- All Contract work shall be restricted to the limit of construction boundary as shown on the Contract Drawings.
- All Contract work shall be restricted from interfering with the Westchester County Airport operations. No Contractor vehicles shall be parked on Purchase St or Kempner Ln.
- Parking limitations
- State and local laws and code requirements shall govern the hauling and disposal.
- Contractor is responsible for site security, and guarding all work and equipment until Project Substantial completion.
- Temporary fencing will be required for site security.
- All Contractor and subcontractor personnel shall wear personnel identification at all times on site.

01 75 00 – Checkout and Startup Procedures



- Contractor shall provide a Checkout, Startup, and Testing Coordinator
 - The CSTC shall have design & construction experience, and worked on a min. of 4 projects with responsibility of coordinating start-up and testing of systems at water treatment facilities of comparable size and complexity
- 30-day Performance Operational Test Plan required
- Owner will provide chemicals for the 30-day Performance Operational Test
- Contractor shall procure chemical required to disinfection and neutralization of all infrastructure and equipment required to complete the Work
- Requirements for Manufacturer's Technical Representatives Field Services
- Detailed Subsystem testing requirements

Bidding

Contract Documents / Site Visits



- Plans and specifications are available at the Westchester Joint Water Works office for a non-refundable fee of \$50.00 per set.
- Documents will be provided electronically by WJWW.
- Addenda will be issued by email from WJWW.
- Addenda to Date:
 - #1 – Issued 4/23/2025
 - #2 – Issued 4/25/2025
 - #3 – Forthcoming
- Submit Questions to Eileen Feldman (EFeldman@hazenandsawyer.com)
- Additional site visit requests shall be made to the Engineer at least 72-hours in advance of proposed site visit and at least 5 days prior to opening of Bids.

00 40 00 – Bid Proposal / 01 20 00 – Measurement and Payment



- Base Bid Items:
 - LS-1: General Construction – lump sum
 - UP-1a: Additional Excavation – unit price
 - UP-1b: Additional Select Fill Replacement – unit price
 - UP-1c: Additional Common Fill Replacement – unit price
 - UP-2: Rock and Boulder Excavation – unit price
 - UP-3: Additional Tie-down Length – unit price
 - UP-4: Additional Class A Concrete – unit price
 - UP-5: Additional Class B Concrete – unit price
 - UP-6: Additional Steel Reinforcement – unit price
 - A-1: Contingency Allowance for Misc. Unforeseen Work
 - A-2: Contingency Allowance for Disposal of Contaminated Soil
 - A-3: Contingency Allowance for Abatement/Disposal of Hazardous Materials and PFAS
 - A-4: Allowance for SCADA Integration Engineering by Woodard and Curran
- Alternate Bid Item No. 1: Alternate Pipe Materials

00 20 00 – Instructions to Bidders



Article 6 – Qualifications of Bidders

- Bidders shall have experience in kind of work to be performed, necessary equipment, and sufficient capital to execute the work in the time allowed.
- Bidder shall provide the project name(s), description, scope of work, original contract sum, final contract sum with explanation, and date of completion for each and every similar project undertaken by the firm in the last seven (7) years.
- Joint ventures must provide similar project experience for each individual joint venture partner.
- Bidder's Project Manager shall demonstrate minimum five years of experience serving as Project Manager for similar projects.
- **“Similar projects” shall mean water and sewage treatment plant projects where the respondent was the General Contractor with a contract sum of at least \$65,000,000, located at plants with a permitted capacity of at least 15 mgd.**
- Subcontractors' qualifications shall be commensurate with the complexity of the project.

Receipt of Bids



- Bid Date and Time: Friday, June 2, 2025, at 1:00 pm
- Location: Westchester Joint Water Works, 1625 Mamaroneck Avenue, Mamaroneck, New York, 10543
- Bid Submittal Requirements:
 - Bid Form (Section 00 44 00)
 - Bid Bond (Section 00 40 11)
 - Contractor's Qualification Statement (Section 00 43 32)
 - Non-Collusion Affidavit of Bidder Form (Section 00 43 33)
 - Iran Divestment Act Certification (00 45 47)
 - Certificate of Registration from the Department of Labor in compliance with New York State Law Chapter 31 Article 8 220-i
 - Signed and dated SRF BABA contractor certification (Section 00 74 00 Attachment 2)
 - Signed and dated SRF AIS contractor certification (Section 00 74 00 Attachment 3)
 - Signed and dated certification regarding lobbying (Section 00 74 00 Attachment 4)
- Bid Security
 - 5% of maximum Bid Price

Site Walkthrough

Parking

Intersection of
Lake Street and
Old Lake Street



North end of Purchase
Street, Near intersection
with Lake Street

RYE LAKE WATER FILTRATION PLANT PROJECT - PROJECT A1364

List of Potential Bidders

Updated: 5/2/25

		MONDAY, MAY 5, 2025
COMPANY	CONTACT	PRE-BID CONFERENCE SIGNATURE
BOND Civil & Utility Construction, Inc. 10 Cabot Rd., Suite 300 Medford, MA 02155 617-387-3400 bond-civilutility.com	Karen Cirillo, Senior Estimating Coordinator kcirillo@bond-civilutility.com Cell: 978-930-2488 Timothy Boresen, Senior Estimator tboresen@bond-civilutility.com Office: 617-387-3400 Cell: 732-956-6549 (Sent instructions 4/24/25)	DAVID LEVINS Ed Ruckel
C.A.C. Industries, Inc. 54-08 Vernon Blvd. Long Island City, NY 11101 Tel: 718-729-3600 cacindinc.com	Antonio Salas, Estimating Assistant Office: 929-229-5098 Cell: 347-855-9912 asalas@cacindinc.com Diane Derin DianeDerin@cacindinc.com 718-729-3600, x221 Byron Lopez blopez@cacindinc.com	
Carbro Constructors Corp. 67A Mountain Blvd Ext., Ste. 100 Warren, NJ 07059 908-281-9220 Fax: 908-281-0385	Karla Herud, Office Administrator Karah@carbroco.com Estimating@carbroco.com 908-281-9220, x100	
Citnalta Construction Corp. 1601 Locust Avenue Bohemia, NY 11716 Tel: 631-563-1110 info@citnalta.com https://www.citnalta.com/	Carmen Filpo-Garcia, Contract Manager CarmenF@Citnalta.com Cell: 917-405-5702 O: 631-563-1110 Eugene Fernandez, Chief Estimator eugenef@citnalta.com	

RYE LAKE WATER FILTRATION PLANT PROJECT - PROJECT A1364

List of Potential Bidders





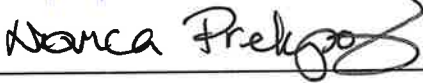

Updated: 5/2/25

		MONDAY, MAY 5, 2025
COMPANY	CONTACT	PRE-BID CONFERENCE SIGNATURE
DODGE Construction Network 56 Broad Street Suite 14070 Boston, MA 02109	April Hamilton, Document Acquisition Tel: 844-326-3826, x9360 april.hamilton@construction.com dodge.docs@construction.com	
ECCO III Enterprises, Inc. 201 Saw Mill River Road Yonkers, NY 10701 Tel: 914-963-3600 Fax: 914-963-3989	Shanee Stepney, Estimating Assistant ssteepney@eccoiil.com 914-963-3600, x 3008 *4/29/25: requested list of plan holders via email.	Manny Foto
ELQ Industries, Inc. 567 Fifth Avenue New Rochelle, NY 10801 O: 914-654-1040 FAX: 914-654-1307 www.elqindustries.com	Tony Silva, Chief Estimator 914-654-1040, ext. 109 Shirley Markov, Admin Asst/Estimating Dept. smarkov@elqindustries.com 914-654-1040, ext. 105 Estimating@elqindustries.com	Emily Jaramila
Halcyon Construction Corp. 65 Marble Avenue Pleasantville, NY 10570 914-741-1112	Pasquale Carofano, Project Manager Office: 914-741-1112, x112 Cell: 914-774-7878 Pasquale@hccny.com Came into office 4/25/25 Assad Dilmaghani, Vice President assad@hccny.com (Sent instruction email 4/24/25)	
Infinity Contracting Services Corp. 112-20 14th Avenue College Point, NY 11356 718-762-3200 infinitycsc.com	George Wu, Estimator gwu@infinitycsc.com 718-785-3291 estimating@infinitycsc.com (5/1/25 JM sent instructions via email)	

RYE LAKE WATER FILTRATION PLANT PROJECT - PROJECT A1364

List of Potential Bidders


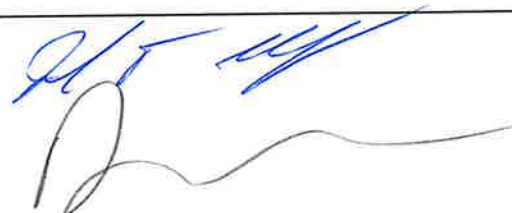


Updated: 5/2/25

		MONDAY, MAY 5, 2025
COMPANY	CONTACT	PRE-BID CONFERENCE SIGNATURE
GP Jager Inc. PO Box 50 Boonton, NJ 07005 Tel: 973-750-1180 Fax: 973-750-1181 www.jagerinc.com	Rich Canton rcanton@jagerinc.com Cell: 973-908-4789 Janelle Sanz, Office Manager/Aftermarket Sales jsanz@jagerinc.com Zuzanna Drehwing <zrehwing@jagerinc.com Rosangela Emmolo <remmolo@jagerinc.com Gregory P. Jager <gjager@jagerinc.com	
Jett Industries, Inc. State Route 7 PO Box 219 Colliersville, NY 13747 Office: 607-433-2100 Fax: 607-43302430	Daniel A. Shults Dan.shults@jettindustries.com Cell: 607-343-5971 Note: Check was from Kiewit Infrastructure , they are the parent company but Jett is the one bidding this project. W-9 requested and sent on 5/2/25 to terri.spence@kiewit.com	 
Mace Contracting Corp. 411 Fifth Avenue New Rochelle, NY 10801 914-576-0606	Vladimir Blaise Vladimir@macecontracting.com novica@macecontracting.com	 
Michels Construction 124-16 Rockaway Beach Blvd., Unit B1 Rockaway Park, NY 11694 Office: 920-924-4300 www.michels.us	Angelo Mascia, Project Manager amascia@michels.us Cell: 914-806-5891	
MPCC Corp. 81 Rockdale Avenue New Rochelle, NY 10801 office@mpcccorp.com Tel: 914-636-0000 Fax: 914-636-0019	Wendy Guiliano, Project Administrator Tel: 914-636-0000, x310 office@mpcccorp.com Joseph Urbinati: joe@mpcccorp.com Fred Lalezarian: Fred@mpcccorp.com Alex Cardinale: Alex@mpcccorp.com Estimating @mpcccorp.com	

RYE LAKE WATER FILTRATION PLANT PROJECT - PROJECT A1364

List of Potential Bidders



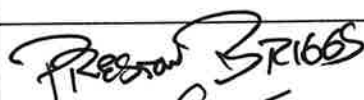

Updated: 5/2/25

		MONDAY, MAY 5, 2025
COMPANY	CONTACT	PRE-BID CONFERENCE SIGNATURE
Northeast Remsco Construction 1333 Campus Parkway Wall Township, NJ 07753 O: 732-557-6100 www.northeastremSCO.com	Christine Charcalla, Administrative Assistant Direct: 848-210-7356 Christine.Charcalla@northeastremSCO.com	 Michael Bruno
Paul J. Scariano, Inc. (PJS Group) 12 Potter Avenue New Rochelle, NY 10801 info@ipjs.com (914) 623-9200	John Murphy Vice President of Estimating & Procurement jmurphy@ipjs.com 914-623-9200, x440 Cell: 718-637-1103 Nick Carino ncarino@ipjs.com 914-623-9200, x331 bidadmin@ipjs.com	
POSILLICO GROUP 1750 New Highway Farmingdale, NY 11735 www.posillicoinc.com	Michael Lin, Sr. Project Engineer mlin@posillicoinc.com C: 631-626-2229 Celena Duverglas, Estimating Administrator cduverglas@posillicoinc.com James Meystrik: jmeystrik@posillicoinc.com Evemarie Marchetti: emarchetti@posillicoinc.com Larkin Reuter: lreuter@posillicoinc.com JM sent instruction email 4/28/25	MICHAEL LIN Andrew Moreira 
PRISMATIC DEVELOPMENT CORP 60 US Highway 46 Fairfield, NJ 07004 973-882-1133 www.prisdev.com	Mike (Michael) J. Vetri mjvetri@prisdev.com Tel: 973-882-1133, x254 Fax: 866-501-5938 Thomas McGhee tmcghee@prisdev.com (5/2/25 JM sent instruction email)	 Mike Vetri

RYE LAKE WATER FILTRATION PLANT PROJECT - PROJECT A1364

List of Potential Bidders

Updated: 5/2/25

		MONDAY, MAY 5, 2025
COMPANY	CONTACT	PRE-BID CONFERENCE SIGNATURE
Schiavone Construction Co. LLC 150 Meadowlands Pkwy 2nd FL Secaucus, NJ 07094 Tel: 201-867-5070 www.schiavoneconstruction.com NOTE: ALSO PICONE CORP.	David Tran, Project Estimator dtran@schiavone.net 201-867-5070, x7209 Gabrielle Boozer, Chief Financial Officer gboozer@schiavone.net 201-867-5070, x7111 Cell: 347-573-2252 StokelyGordon@johnpicone.com PeterCashin@johnpicone.com Jeremy Lancaster: jlancaster@schiavone.net	
W.M. Schultz Construction 831 State Route 67 Curtis Industrial Park PO Box 2620 Ballston Spa, NY 12020 Tel W: 518-885-0060 Tel D: 518-516-118 www.wmschultz.com	Britt Pellerin, Estimating Administrator bpellerin@wmschultz.com	
Welkin Mechanical LLC 1010 Northern Blvd. Suite 204 Great Neck, NY 11021 www.welkinmechanical.com Tel: 646-813-6652 FAX: 718-554-2839	Mirin Thangarajah, Estimating Administrator mthangarajah@welkinmechanical.com 646-813-6652 (Kristen sent instruction email 4/22/25)	SAM DAVIS sdavis@welkinmechanical.com 646-813-6598 
The Whiting-Turner Contracting Company 2 Manhattanville Road, Suite 404 Purchase, NY 10577 Tel: 914-696-0003 www.whiting-turner.com	Preston Briggs, Superintendent preston.briggs@whiting-turner.com Mobile: 914-447-4436 Dean.Graf@whiting-turner.com Christy.Robinson@whiting-turner.com	 DEAN GRAF
Yonkers Contracting Co. 969 Midland Avenue P.O. Box 39 Yonkers, NY 10704 914-965-1500	Anna Spathos, Admin Asst. Estimating 914-965-1500, x717 aspathos@yonkerscontractingco.com	 Adam Lemisch

RYE LAKE WATER FILTRATION PLANT PROJECT - PROJECT A1364

List of Potential Bidders

Updated: 5/2/25

		MONDAY, MAY 5, 2025
COMPANY	CONTACT	PRE-BID CONFERENCE SIGNATURE

MISCELLANEOUS:

Centrisys Kenosha, WI	Nathan Gebhardt ngebhardt@centrisys.us Tel: 262-371-3624 (4/30/25 JM sent email w/instructions)
Ferguson Waterworks 2650 S Pipeline Road Euless, TX 76040 Tel: 817-267-3900 Fax: 817-267-3912	Jasmine Douglas, Quotations Coordinator II jasmine.douglas@ferguson.com D: (817)508-7005 (Sent instruction email 4/24/25)
Lashays Construction Yonkers, NY	Aiden Saunders aidens@lashaysconstruction.com 914-207-0463
The Raritan Group Pipe supplier	Kelly called 5/1/25 Said they usually get copies of the plans from companies that are bidding on jobs.

Thyler

Sherwood Logan Jim KONATSOIS
(203) 981-9361
KONATSOIS.J
@sherwoodlogan.com

Jim

Ryan Neumann - Hazen - rneumann@hazenandzandberg.com

Ryan

REINER-PATTERSON PUMP KEITH THOMPSON
973-229-0122 KEITH@REINERPUMP.COM

Keith

NESTALCO
914 282 7812
Mayer @ Verde Electric.com
Nick Nestalco

Nick

Hunter Roberts Construction Group

55 Water St.

NY NY

Paul Nichilo

646-423-4886 pnichilo@hreg.com

SALVY REMIGIO DEM ELECTRICAL (201) 2186194

TATIANA ZAMUDIO MLI CONTRACTING 929-553-7178

— Stratis Contracting Corp, Vince Peluso,
914-736-1808, X-227, Vincep@stratiscontracting.com

— RSKline Bore Industries, rskline@boreindustries.com
(617) 272-5042

— Richardos Plumbing and Heating Co Inc

Abraham Assare @ Rph. NYC

917-583-7789 (M) 718-383-9900 (O)

JIMMY FILINGERI FILINGERI ELECTRIC 914 528-5945

Andrew Moreira (516) 865-0587 Rosillo

PASQUALE CAROFANO (914) 774-7878 HALCYON CONSTRUCTION

Jeff Maza 973-220-0570 PJSMW JV

Nolan Eddy

845 631 7117

PJSM

Tony Silva. ECA INDUSTRIES, INC. 914-654-1040 Estimating@eca-ind.com

ANGELIO MASCELA MECHERLS CONSTRUCTION, INC. 914-806-5881 AMASCELA@MECHERLS.US

Taha Waseem ELQ INDUSTRIES INC 917-717-3167 Twaseem@elqindustries.com

JEREMY LANCASTER SCHIAVONE CONSTRUCTION 201 988 3186 JLANCASTER@SCHIAVONE.NET

Abdelkassim Adel Solar Electric 516 8074861 aadel@solars-electric.com

NICK ESTADIOS Verde Electric 914-282-7812