

**Clinton Street Center  
HVAC and Refrigeration Equipment  
Upgrades**

**Bid #2021-02**

**Village of Pleasantville  
Westchester County, New York**

**Bid Opening:  
Thursday, July 15, 2021  
11:00am  
Village Hall  
80 Wheeler Avenue  
Pleasantville, New York 10570**

# **NOTICE**

The following pages of the Proposal require completion by the Contractor. Failure to do so will result in an Irregular Bid.

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Note: Please do not fill out the Agreement to Contract portion of this proposal.

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## **SECTION A**

### **PUBLIC NOTICE**

#### **Clinton Street Center HVAC and Refrigeration Equipment Upgrades Bid #2021-02 VILLAGE OF PLEASANTVILLE**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk until 11: am, local time on **Thursday, July 15, 2021** at the Office of the Village Clerk, ROOM 306, 80 Wheeler Avenue, Pleasantville, New York 10570, at which time and place said bids will be publicly opened and read aloud for the Clinton Street Center HVAC and Refrigeration Equipment Upgrades within the Village of Pleasantville.

No Bids will be received or considered after the time stated above.

The Bid Documents may be obtained from the Empire State Purchasing Group website at the following web address: <http://www.bidnetdirect.com/new-york> . There is no cost to the bidder for this service. Bid documents will be available after 1:00 p.m. on **Thursday, July 1, 2021**.

If the bidder is unable to utilize the electronic version, Specifications and Bid Proposal Forms may be procured at the office of the Village Clerk, ROOM 306, 80 Wheeler Avenue, Pleasantville, New York beginning **Thursday, July 1, 2021** between the hours of 8:30 am to 4:00 pm.

**A Mandatory Pre-Bid Meeting will be held on Thursday, July 8<sup>th</sup> at 11 am at the Clinton St. Center.**

The scope of work includes replacement of two (2) replacement rooftop A/C units and rooftop walk-in freezer condensing unit; work will include crane operations to remove existing and set new units.

Bids shall be made on the Proposal forms furnished with the Bid Documents. A Bid Bond, Certified Check or Bank Check in the amount of 5% of bid must accompany the bid proposal. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company. Checks shall be made payable to the Village of Pleasantville, New York and are to be held by Village as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, and clearly marked "Clinton Street Center HVAC and Refrigeration Equipment Upgrades, Bid #2021-02, Village of Pleasantville, New York."

The Board of Trustees of the Village of Pleasantville reserves the right to reject any and all Bids, to waive any informalities at their discretion, and to award the contracts in a manner deemed to be in the best interests of the Village of Pleasantville even if such award is to other than the lowest bidder. It is intended that, whenever possible, positive recommendations will be presented to the Board of Trustees so that on awarding of the bid can be made at the next scheduled meeting.

Federal funds are utilized on this project and are subject to all the applicable requirements of the U.S. Department of Housing and Urban Development.

Eric Morrissey  
Village Administrator, Village of Pleasantville

All technical questions should be directed to Jeffrey A. Econom, P.E. Superintendent of Public Works at (914) 769-1940.

## SECTION B

### INSTRUCTIONS TO BIDDERS

1. DOCUMENTS: Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of Documents consists of the following:

- a. A bound copy of the Specifications.
- b. Addenda (if any).
- c. Contract Drawings

2. PROPOSALS: To be considered, Proposals must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as SECTION C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink. **Contractors must submit a completed set of Certifications of Compliance with Federal Housing and Urban Development Requirements with their bid in order for the Village to consider it valid.**

Proposals that contain any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. All bids must be submitted in sealed envelopes addressed to the **Village Board, Village of Pleasantville, 80 Wheeler Avenue, Pleasantville, NY 10570** and be clearly identified with: (1) Project Name, (2) Name of Bidder and Bidder's address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Electronic Bids will not be accepted.

If separate sets of proposal sheets are issued, they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound therein.

**NOTE: Complete bid documents must be returned intact (plans & specifications). Bid section must not be separated from the bound specifications book.**

**Contractor must complete certifications in Section I "Compliance Information Westchester Urban County & Participating Municipalities" in order for their bid to be considered valid.**

3. QUALIFICATIONS OF BIDDERS: The **Village** may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The **Village** reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the **Village**, that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejection of Proposal and forfeiture of the related bid security.

4. CONDITIONS OF WORK: Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidders attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Plans and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

5. ADDENDA AND INTERPRETATION: Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to Jeff Econom, jeconom@Pleasantville-ny.gov, and to be given any consideration must be received by **Friday, July 9<sup>th</sup>, 2021**. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be posted on the Empire Bid Net Website. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall be come part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."

6. BID SECURITY: Each Bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five (5%) percent of his bid payable to **Village of Pleasantville, NY**, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty if he is awarded the contract and he shall thereafter fail to execute a Contract with the Village under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder. **All Bid Bonds must be securely attached to the outside of the Bid Package and be Clearly Visible.**

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the **Village** and the accepted Bidder have executed a Contract. In the event no Contract has been so executed within forty five (45) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

7. INSURANCE REQUIRED: The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in (Section H).

- a. Workmen's Compensation.
- b. General Liability.
- c. Umbrella/Excess Liability
- d. Automotive: (Each Vehicle)  
Public Liability  
Property Damage

8. SECURITY FOR FAITHFUL PERFORMANCE: The Contractor shall prior to execution of the Contract submit two separately executed bonds, (1) a Performance Bond in amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the contract.

The Bonds shall be prepared as specified in Section E, Form of Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the **Village** and are authorized to transact business in the State of New York.

9. GUARANTEE: The Contractor shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in these Specifications. The guarantee shall be provided in the form of a Maintenance Bond in the amount equal to one hundred percent (100%) of the contract. The bond shall be prepared as specified in SECTION F and shall be posted at the time of final payment.

10. FORM OF AGREEMENT: The form of agreement is included in these documents in Section D.

11. AWARD: The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The **Village of Pleasantville, Village Board** reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The **Village Board** further reserves the right to reject any or all bids.

12. OWNER: The Village of Pleasantville, Westchester County, New York

13. SALES TAX EXEMPTION: Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the **Village of Pleasantville** are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in his bid price to cover sales taxes for the above items.

14. REQUIRED SUBMISSIONS: Prior to award, the successful bidder will be required to meet the following requirements.:

a. The successful bidder, if his business is not registered in New York State, must provide the **Village** with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and the supplying of the requisite certificate of doing business of each such entity.)

b. A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the **Village** or is a relative of any such **Village** officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the **Village**.

15. AFFIRMATIVE ACTION REQUIREMENTS: All bidders shall complete and submit the certification form contained in Section I, "Affirmative Action Requirements, Equal Employment Opportunity", indicating that they will comply with the provisions of the Westchester Plan incorporated in Section I, Part I, "Affirmative Action Requirements, Equal Employment Opportunity" to be considered for the award of non-exempt Federal and Federally assisted construction contracts in Westchester County, New York, for the applicable calendar year. Those ranges specified in Part II have been developed upon the findings made and the negotiated goals established by the parties to the Westchester Plan.

16. Note that the Prevailing Wage Rates are scheduled to change as of June 30, 2021; the new wages as of July 1, 2021 will prevail for this work, and should be taken into consideration when bidding this work.

17. Note the Village of Pleasantville requires that the Contractor file for a Building Permit; however, the fees will be waived.

**SECTION C**

**BID PROPOSAL**

**Clinton Street Center HVAC and Refrigeration Equipment Upgrades**

**Bid # 2021-02**

**VILLAGE OF PLEASANTVILLE**

**WESTCHESTER COUNTY, N.Y**

To: **Village Board**  
**Village of Pleasantville**  
**80 Wheeler Avenue**  
**Pleasantville, NY**  
**10570**

Bid Submitted by:

(Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Telephone No.)

\_\_\_\_\_

(Federal I.D. Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Plans, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract, therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Drawings and Specifications, therefore, within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the **Village Board** shall have the power to rescind said award and also that the said **Village Board** shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.

5. I/We do also declare and agree I/We will commence the work within thirty days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
  - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - (c) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
  - (d) no member of the **Village Board** or any officer or employee of **the Village of Pleasantville, New York**, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that within said period of forty five (45) days, the **Village of Pleasantville** will accept or reject this proposal, or this period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act at the Signator on this proposal in behalf of this Corporation.
9. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
10. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
11. I/We do hereby declare that I/we will perform at least 51% of the work.

12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

13. All work shall be completed within **sixty (60)** calendar days from the commencement of the work.

\_\_\_\_\_  
(Legal Name of Bidder, Partner or Corporate Officer)

By:

Date:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_

Corporate Seal (if incorporated)

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**  
(If applicable)

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Signature

**Bid Sheet (Itemized Proposal)**  
**Clinton Street Center**  
**HVAC and Refrigeration Equipment Upgrades**  
**Bid #2021-02**  
**Village of Pleasantville**

*Note: Unit prices are to be written in both words and numbers.  
 In case of any discrepancy those prices shown in words shall govern.  
 All prices will be in dollars and cents.*

<u>Quantity</u>	<u>Unit</u>	<u>Item with Unit Price</u>	<u>Unit Price</u>	<u>Extension</u> (Quantity x Unit Price)
2	EA	Supply and Install two (2) new HVAC rooftop units (matching specifications/capacity of existing units).	\$ _____	\$ _____
1	EA	Supply and Install one (1) new Walk in Freezer condensing unit (matching specifications/capacity of existing unit).	\$ _____	\$ _____
<b>Total Bid:</b>				\$ _____

## **BID PROPOSAL FORM**

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

\*The TOTAL BID shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of Bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the Bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for Bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein. All quantities must be verified by each bidder and revised as required for the bid proposal submittal.

The Contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price shall remain in effect for this work. However, if the quantities are increased above 125% of the estimated, then the work performed shall be paid for as described in paragraph 109 of the General Conditions.

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Corporate)

STATE OF NEW YORK )

)ss

COUNTY OF WESTCHESTER )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ the corporation described in  
and which executed the within instrument, who being by me duly sworn did depose and say  
that he/she said

\_\_\_\_\_ resides at \_\_\_\_\_  
\_\_\_\_\_ and that he/she is \_\_\_\_\_ of said corporation and knows the  
corporate seal of the said corporation; that the seal affixed to the within instrument is such  
corporate seal and that it was so affixed by order of the Board of Directors of said corporation,  
and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Individual)

STATE OF NEW YORK )

)ss

COUNTY OF WESTCHESTER )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the same person  
described in and who executed the within instrument and he/she duly acknowledged to me  
that he/she executed the same for the purpose herein mentioned and, if operating under the  
trade name, that the certificate required by the New York State General Business Law Section  
130 has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Co-Partnership)

STATE OF NEW YORK )

)ss

COUNTY OF WESTCHESTER )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be a member of the firm of  
\_\_\_\_\_ and the person described in, and who  
executed the within instrument in behalf of said firm, and he/she acknowledged to me that  
he/she executed the same in behalf of, and as the act of said firm for the purposes herein  
mentioned and that the certificate required by the New York State General Business Law  
Section 130 has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Corporation/Sole Officer)

STATE OF NEW YORK )  
 )ss  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
before me personally came \_\_\_\_\_ to me  
known and (Name)  
known to me to be the \_\_\_\_\_  
(Title)

of \_\_\_\_\_ the corporation described in and which  
(Name of Corporation)  
executed the within instrument, who being by me duly sworn did depose and say that  
he/she, resides at \_\_\_\_\_  
and that he/she signed the within instrument, on behalf of said corporation, in his/her capacity  
as the \_\_\_\_\_ and sole officer and director of said  
corporation

(Title)  
and that he/she owns all the issued and outstanding capital stock of said corporation.

\_\_\_\_\_  
Notary Public

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 )ss  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me  
personally came \_\_\_\_\_ to me known to be the  
(Name of individual who signed agreement)

individual who executed the foregoing instrument, and who, being duly sworn by me, did  
depose and say that (s)he is (the)(a) \_\_\_\_\_ of \_\_\_\_\_  
(member)(manager) (name of limited liability company)

a \_\_\_\_\_ limited liability company, and that (s)he has authority  
(name of state)

to sign the same, and acknowledged that (s)he executed the same as the act and deed of said  
limited liability company.

Sworn to before me  
this \_\_\_\_\_ day of \_\_, 20 \_\_

\_\_\_\_\_  
Notary Public

(Not Required with Bid)  
**ACCEPTANCE and ORDER TO PROCEED**

The foregoing Proposal and Bid Proposal of \_\_\_\_\_, dated  
\_\_\_\_\_, 20\_\_

(Name of

Contractor)

in the Total Bid amount of

\_\_\_\_\_

(Total Bid Amount with any Accepted Alternates

over the Term of the Contract)

Dollars (\$\_\_\_\_\_) is hereby accepted as of \_\_\_\_\_, 20\_\_. Unit  
prices are as submitted in the Proposal and in the Bid Proposal.

Date: \_\_\_\_\_, 20\_\_

Owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_

Attest:

\_\_\_\_\_

**ORDER TO PROCEED**

The Proceed date for the Contract is established as of \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_, 20\_\_

Owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_

**STATEMENT OF NON-COLLUSION**

(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; [non-collusive bidding certification].

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
  - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Dated \_\_, 20\_\_\_\_\_

Legal Name of Person,  
Firm or Corporation

(Seal of Corporation)

\_\_\_\_\_  
\_\_\_\_\_

Business Address of Person, Firm or  
Corporation

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

---

**CERTIFICATION BY BIDDER**

**BIDDER NAME:** \_\_\_\_\_

**ADDRESS AND ZIP CODE:** \_\_\_\_\_

- \_\_\_\_\_
1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_ (if answer is yes, identify the most recent contract).
  2. Compliance reports were required to be filed in connection with such contract or subcontract.  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_ (if answer is yes, identify the most recent contract).
  3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
  4. If answer to item 3 is "NO", please explain in detail on reverse side of this certification.

---

**CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

\_\_\_\_\_  
**(Name and Title of Signer)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Not Required with Bid)  
**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

---

**NAME OF PRIME CONTRACTOR**

**PROJECT NO.**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it or any of its proposed Subcontractors has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it or such Subcontractor has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instruction, such Subcontractor shall be required to submit a compliance report within seven calendar days after Bid opening. No contract shall be awarded to the Bidder or any such Subcontractor unless such report is submitted.

---

**SUBCONTRACTORS CERTIFICATION**

**SUBCONTRACTOR NAME:**

\_\_\_\_\_

**ADDRESS AND ZIP CODE:**

\_\_\_\_\_

\_\_\_\_\_

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_ (if answer is yes, identify the most recent contract).
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_ (if answer is yes, identify the most recent contract).
3. Subcontractor has filed all compliance reports due under applicable instructions, including SF-100.
4. If answer to item 3 is "NO", please explain in detail on reverse side of this certification.

---

**CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

\_\_\_\_\_  
**(Name and Title of Signer)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer executing proposed documents)

certify that I am \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution the

\_\_\_\_\_  
(Title of such person)

Behalf of said Contractor by authority of its Board of Directors, thereunto duly organized,

and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)  
(SEAL)

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

On this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me known, and known to  
me to be the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described  
in and which executed the above certificate, who being by me duly sworn did depose and say  
that he/she, the said \_\_\_\_\_

\_\_\_\_\_ resides at \_\_\_\_\_  
\_\_\_\_\_ and that he/she is  
\_\_\_\_\_ of said Corporation and knows the Corporate Seal of  
the said Corporation; that the seal affixed to the above certificate is such Corporate Seal and  
that it was so affixed by order of the Board of Directors of said Corporation, and that he/she  
signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

CONTRACT NO. \_\_\_\_\_

**BID BOND AND CONSENT OF SURETY**

KNOW ALL PERSONS BY THESE PRESENTS, That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address)

(hereinafter called the "Principal") and the \_\_\_\_\_ a  
corporation created and existing under the laws of the State of \_\_\_\_\_, having its  
principal office at \_\_\_\_\_ (hereinafter called  
the

(PRINT FULL ADDRESS OF SURETY)

" Surety"), are held and firmly bound unto the Owner (hereinafter called the "Obligee"), in  
the full just sum of *Five (5%) Percent of the Attached Bid*, in good and lawful money of  
the United States of America, for the payment of which said sum of money, well and truly  
to be made and done, the said Principal binds themselves (himself/herself, itself), their  
(his/her, its) heirs, executors and administrators, successors and assigns, and the said  
Surety binds itself, its successors and assigns jointly and severally, firmly by these  
presents:

WHEREAS, the said Principal has submitted to the Owner a proposal/bid for  
Contract No: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
\_\_\_\_\_ and

WHEREAS, under the terms of the Laws of the State of New York as above  
indicated, the said Principal has filed or intends to file this bond to guarantee that the  
Principal will execute all required contract documents, furnish all required insurance and  
furnish such Performance and Payment Bonds or other bonds as may be required in  
accordance with the terms of the Principal's said proposal/bid.

NOW, THEREFORE, the Surety agrees:

(i) if the Contract for which the preceding estimate and proposal is made, is  
awarded to the Bidder by the Owner, the Surety shall become bound as Surety and  
guarantor for the faithful performance of the Contract and shall execute and deliver a  
Performance & Payment Bond, in a form acceptable to the Owner, in the amount of  
100% of the total Contract price, or such other amount as may be specified in the Bid  
Documents, and shall execute the Contract as party of the third part when required to do  
so by the Board of the Owner; and

if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract and furnish the necessary bonds and insurance certificates, the Surety shall, on demand by the Owner, pay to the Owner the difference between the amount bid and the amount for which such contract is thereafter awarded, together with the cost to the Owner of reletting said Contract, up to the maximum aggregate amount of this bond.

(ii) the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Owner shall accept, all required contract documents including insurance and such Performance and Payment Bond or other bonds, all as may be required in accordance with the terms of the Principal's said bid/proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, the receipt of which is hereby acknowledged by the Surety, hereby stipulates and agrees that the obligation of the Surety and of its bond shall remain absolute and shall be in no way impaired, affected or discharged by an extension of time, mutually agreed to by the Owner and the Bidder, within which the Owner may award said Contract, and the Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its duly authorized officer this \_\_\_\_ day of 20\_\_.

Signed and delivered this \_\_ day of \_\_\_\_\_ 20\_\_ in the presence of:

\_\_\_\_\_  
(Print Name of Principal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Principal Officer)

\_\_\_\_\_  
(Print Name of Surety)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Surety Officer)

(The Surety Company shall append a single copy of a statement of its financial condition, a copy of the resolution authorizing the execution of Bonds by officers of the Surety Company, a Power of Attorney, and a Surety Acknowledgment.)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(To be submitted by the Bidder only upon the specific request of the Owner)

All questions must be answered and the data given must be clear and comprehensive. his statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?  
  
If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this Contract.
12. List your experience in work similar to this project.
13. List the subcontractors, if applicable, who will be used as a qualified M/WBE firm using the tables below.

Subcontractor Name	
Work to be Completed	
M/BE or W/BE Certified <small>(select one or both where applicable)</small>	
Budget Amount	

Subcontractor Name	
Work to be Completed	
M/BE or W/BE Certified <small>(select one or both where applicable)</small>	
Budget Amount	

Subcontractor Name	
Work to be Completed	
M/BE or W/BE Certified <small>(select one or both where applicable)</small>	
Budget Amount	



SECTION D

AGREEMENT

Clinton Street Center  
HVAC and Refrigeration Equipment Upgrades  
Bid #2021-02  
Village of Pleasantville

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by and between

\_\_\_\_\_ (a corporation/partnership organized and existing under the laws of the

State of \_\_\_\_\_)

\_\_\_\_\_ (an individual)

\_\_\_\_\_ (hereinafter called the "Contractor") and

**VILLAGE OF PLEASANTVILLE** (hereinafter called the "Owner").

**WITNESSETH**, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

**Article 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenance, equipment and services, including utility and transportation services, and perform and complete all Work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, numbered \_\_\_\_\_

**Article 2. The Contract Price.** The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of Work performed at the stated prices stipulated in the Proposal and Bid Proposal for the respective items of Work completed subject to additions and deductions as provided in the Section - (109) Changes in the Work in the General Conditions.

**Article 3. Contract Documents.** The "Contract Documents" shall consist of the following (including their attachments and exhibits)

- a) Notice to Bidders
- b) Instructions to Bidders
- c) General Conditions
- d) Special Conditions
- e) Contractor's Proposal and Bid Proposal as accepted by the Owner
- f) Signed copy of the Bid (as provided in Schedule C to the Bid Documents), with all attachments required for the Bidding
- g) Statement of Qualifications for Bidders
- h) The Owner's acceptance
- i) Specifications, Technical Specifications and Supplemental Technical Specifications
- j) Contract Drawings (as listed in the Schedule of Drawings)
- k) Amendments/Addenda
- l) Payment and Performance Bonds
- m) Westchester Urban County Compliance Information
- n) All other terms, covenants and agreements contained in the Bid Documents

This Agreement, together with the other Contract Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused his **AGREEMENT** to be executed in five (5) original copies on the day and year first above written.

ATTEST:

\_\_\_\_\_

**(Contractor)**

BY \_\_\_\_\_

Title \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_

**(Owner)**

BY \_\_\_\_\_

Title \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of **the Village of Pleasantville, NY** the corporation described in, and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

---

NOTARY PUBLIC

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument, as the Contractor, that he/she knows the seal of said corporation; that the seal was affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

---

NOTARY PUBLIC

**BOND NO.**

**LABOR AND MATERIAL PAYMENT BOND**

**NOTE:** This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_,  
as Principal (hereinafter called Principal) and \_\_\_\_\_  
\_\_\_\_\_ as Surety (hereinafter called Surety) are held and  
\_\_\_\_\_ as Oblige (hereinafter called Owner) for the use and benefit of claimants as hereinbelow defined; in the amount of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, entered into a Contract with Owner for \_\_\_\_\_

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void; otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the principal to the other shall not in any way release the Principal and the Surety of either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefor, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Business Address)

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal

Attest

\_\_\_\_\_ (Corporate Surety) \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal

Countersigned

By: \_\_\_\_\_

\*Attorney-in-Fact, State of \_\_\_\_\_

\*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

As Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_ as Surety, hereinafter called

Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ as Obligee hereinafter called Owner,

in the amount of \_\_\_\_\_

Dollars ( \_\_\_\_\_ ), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_

\_\_\_\_\_, entered into a Contract with Owner for

\_\_\_\_\_

\_\_\_\_\_

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty, and shall pay that all wages due under said Contract to any mechanic, laborer or workman in amounts equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or

2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of, \_\_\_\_\_ 2020, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
(Individual Principal Printed Name)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Individual Principal Signature) (SEAL)

Attest: By: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal

Attest \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal

Countersigned

By: \_\_\_\_\_

\*Attorney-in-Fact, State of \_\_\_\_\_

\*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

**SECTION F**

**FORM OF MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That We, \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Principal)  
as Principal and the \_\_\_\_\_, a \_\_\_\_\_ Corporation with an office  
and place of business for the State of New York at \_\_\_\_\_, New York,  
(hereinafter called the Surety) as Surety, are held and firmly bound unto the \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Obligee) as Obligee in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS,  
lawful money of the United States of America, for the payment whereof the Principal and Surety  
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WHEREAS, the Principal heretofore entered into a written contract, dated \_\_\_\_\_ 20\_\_  
with the Obligee for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

WHEREAS, said Contract provides that the Principal shall guarantee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall  
indemnify the Obligee against loss by reason of its failure to make good at its own expense any  
defects or deficiencies in materials or workmanship which may appear in the work under said  
contract within the period of one year from the date of acceptance of the work, then this obligation  
shall be void; otherwise to remain in full force and effect. Whenever Principal shall be and declared  
by Obligee to be in default with respect to such indemnification obligation, the Surety shall retain  
another contractor acceptable to Obligee to remedy any such defects or deficiencies in materials or  
workmanship, subject to the maximum amount of liabilities of Surety hereinunder.

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ before me personally appeared the within named \_\_\_\_\_ to me know, and know to me to be \_\_\_\_\_ the corporation described in and who executed the within bond, and \_\_\_\_\_ acknowledged to me that he/she \_\_\_\_\_ executed the same on behalf of such corporation.

\_\_\_\_\_  
NOTARY PUBLIC

Attest \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal

Countersigned

By: \_\_\_\_\_

\*Attorney-in-Fact, State of \_\_\_\_\_

\*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

**SECTION G**

GENERAL RELEASE

(TO BE SUBMITTED WITH REQUISITION FOR FINAL PAYMENT)

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ (the  
"Principal")  
  
\_\_\_\_\_  
(Contractor)

for and in consideration of the sum of \_\_\_\_\_

lawful money of the United States of America, to it in hand paid by

\_\_\_\_\_  
(Owner)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said

\_\_\_\_\_  
(Owner)

and its successors and assigns and administrators, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, patents, extents, executions, claims and demands whatsoever in law and unity which against the said

\_\_\_\_\_  
(Owner)

It or they now have or which it or their heirs, executors, or administrators, successors or assigns hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto, dated \_\_\_\_\_, 20\_\_\_, any amendments or supplements thereto.

**IN WITNESS WHEREOF**, the undersigned corporation has caused this agreement to be signed by its \_\_\_\_\_ and its corporate seal to be hereto affixed and duly attested by its \_\_\_\_\_ this \_\_\_\_\_ day of 20\_\_\_.

ATTEST:

PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_

## **SECTION H**

### **INSURANCE**

1. Insurance required to be provided by Contractor and Subcontractor shall comply with Section H naming the Certificate Holder Village of Pleasantville. ("Owner") and Others named additionally insured ("Others"). Additionally insured shall include the County of Westchester.
2. ALL POLICIES shall include: (a) endorsement of the Work description, contract name, number and location. (b) an endorsement that the Insurance Company will give at least thirty (30) days written notice to the Client and Engineer prior to any modification or cancellation of any such policy, (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges, and (d) an endorsement as follows: "This policy is issued in compliance with the requirements of the Contract, Contract Documents for the Project and issuing Company/Agent is fully cognizant of the requirements as stated therein."
3. Before commencing any Work under the Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the Client, Engineer and any others as may be specified in the Special Conditions under "INSURANCE", evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverages and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions shall be attached to or be a part of the Certificate/Certificates of Insurance.
4. The Contractor must either include coverage for its Subcontractors in its policy or submit similar Certificates of Insurance from each of its Subcontractors before their Work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular Subcontract Work.
5. During the course of construction under the Contract, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Client shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Client, the Engineer or other parties due to any delays caused thereby, nor shall it extend the completion time of the Contract.
6. The Contractor, prior to signing of the Contract, shall provide to the Owner and Others, identified in Section H, and maintain throughout the life of the Contract, at its own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York carrying a Best's financial rating of A or better. The Contractor shall also require all sub-Contractors, agents and vendors to provide and maintain the insurance set forth within Section H.
  - (a.) Workmen's Compensation. The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of its employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and its Subcontractors assessed against the Owner under the authority of said law. This insurance should be provided on Form C 105.2. Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at <http://www.wcb.ny.gov/>. If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12 Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance). Location of operation shall be "All locations in Westchester County, New York."

(b) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and for property damage or a combined single limit of \$2,000,000 (c.s.1), naming the Owner and Others as additional insured on a primary and non-contributory basis. In addition, this insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations.

c) There shall also be excess/ umbrella coverage in the amount of \$2,000,000 which shall name the Owner and Others, and their respective directors, officers and employees as unrestricted additional insureds on the Excess/ Umbrella policy written on a "follow the form" basis. The General Liability and Excess/Umbrella policy shall be the primary coverage over any coverage the Owner and Others obtain for themselves.

(Note: Additional insured status shall be provided by standard or other endorsement that extends coverage to the Owner and Others for both on-going and completed operations.)

d) Automobile Liability Insurance with a minimum limit of liability of \$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the Contract specifications. The Owner and Others shall be named as unrestricted additional insured on all auto policies. This insurance shall be the primary coverage and non-contributory. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

7. In case of cancellation or material change in any and all of the policies, thirty (30) days notice shall be given to the Owner (address listed on the cover of the bid document) by registered mail, return receipt requested. All notices shall name the Contractor and/ or Subcontractor and identify the Agreement.

8. All policies of the Contractor and subcontractor(s) shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Owner and Others (including their respective employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Owner or Others are named as insured, shall not apply to the Owner or Others.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Owner or Others (including their respective agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

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

10. All policies of insurance shall be acceptable to and approved by the Owner's Corporation Counsel prior to the inception of any work.

11. Other coverages may be required by the Owner or Others based on specific needs.

12. If, at any time, any of the said policies shall be or become unsatisfactory to the Owner or Others, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Owner or Others, the Contractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner or Others, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Owner or Others.

13. In the event that claims, for which the Owner and Others may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Owner or Others.

14. The Contractor shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The Contractor's notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the Owner and Others as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the Contractor, the number of the Contract, the date of the occurrence, the location (including street address) of the occurrence, and the identity of the persons or things injured, damaged or lost.

15. At the time notice is provided to the insurance carrier(s), the Contractor shall provide copies of such notice to the Contract Administrator and the President of the Owner at the address listed on the front of the bid document.

16. If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the Owner and Others for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Owner and Others.

17. To the fullest extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold the Owner and Others, and their respective directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance by the Contractor and any and all Subcontractors hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-

322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner and Others for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner or Others and their employees

**SECTION I  
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**Compliance Information  
Westchester Urban County and  
Participating Municipalities**

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<b>Section 3 Plan and Certification</b>	<b>Page 16</b>
<b>Federal Labor Standards and Provisions And Davis Bacon Wage Reporting Requirements</b>	<b>Page 19-26</b>
<b>Required disclosure of relationships to Municipality</b>	<b>Page 28-29</b>

Davis Bacon Wage Rates and State Prevailing Wages to follow this section. Note that it is the Contractor's responsibility to pay the higher wage for the employee's job classification.

## **INTRODUCTION**

### **COMPLIANCE INFORMATION WESTCHESTER URBAN COUNTY AND PARTICIPATING MUNICIPALITIES**

This project is funded with a grant from the federal Community Development Block Grant program administered by Westchester County.

By submitting a bid for this project, a contractor and all subcontractors agree to comply with these federal requirements:

- Equal Employment Opportunity and Affirmative Action  
(Pages 4 to 15)
- Minority and Women-Owned Business Enterprise Goals  
(Page 6)
- Davis Bacon Labor Reporting Requirements and Section 3  
Requirements  
(Pages 16 to 26)

Bidders must sign pages 10, 11, 12, 17, 18, and 19 in order for their bids to be considered valid.

For more information regarding these materials, telephone:

John Estrow  
Payroll Coordinator  
Westchester County  
Planning Department  
(914) 995-2407

**EQUAL EMPLOYMENT OPPORTUNITY AND  
AFFIRMATIVE ACTION**

**CERTIFICATION BY BIDDER**

**NOTE:**

The attached document is from the U.S. Department of Housing and Urban Development. By signing this document, contractors and subcontractors agree to comply with the federal equal employment opportunity requirements. The attached document serves as the bidder's Affirmative Action Plan.

**AFFIRMATIVE ACTION PLAN**

**FOR**

**WESTCHESTER COUNTY COMMUNITY  
DEVELOPMENT BLOCK GRANT PROJECTS**

## **BID CONDITIONS**

### **AFFIRMATIVE ACTION REQUIREMENTS**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

For All Non-Exempt Federal and Federally-Assisted Construction Contracts to be Awarded in Westchester County, New York

**Part I**: The provisions of this Part I apply to bidders, contractors and subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with a labor organization or organizations and who together with such labor organizations have agreed to the Westchester County, New York Area Equal Employment Opportunity Agreement (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority employee utilization) between the Building Trades Employers Association of Westchester County, the Builder's Institute of Westchester and Putnam Counties, various labor organizations, general and specialty contractors and their associations and the minority coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of which documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Westchester County Plan.

Any bidder, contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Westchester Plan as to trade "A", provided there is set forth in the Westchester Plan a specific commitment by that union to a goal of minority employee utilization for such trade "A", thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade "B" in the instance in which it is not included in the Westchester Plan and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this invitation, a bidder or subcontractor must execute the certification required by Part III hereof.

**Part II**: A. Coverage. The provisions of this Part II shall be applicable to those bidders, contractors and subcontractors, who, in regard to those construction trades to be utilized on the project to which these bid conditions pertain:

1. Are not or hereafter cease to be signatories to the Westchester County Plan referred to in Part I hereof;

2. Are signatories to the Westchester County Plan but are not parties to collective bargaining agreements;

3. Are signatories to the Westchester County Plan but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to the Westchester County Plan;

4. Are signatories to the Westchester County Plan but as to which no specific commitment to goals of minority employee utilization by labor organization have been executed pursuant to the Westchester County Plan; or

5. Are no longer participating in an affirmative action plan acceptable to the Director, OFCC, including the Westchester County Plan.

B. Requirement - An Affirmative Action Plan. The bidders, contractors and subcontractors described in paragraphs 1 through 5 above will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority employee utilization <sup>1</sup> and specific affirmative action steps set forth in Section B-1 and 2 of this Part II directed at increasing minority employee utilization by

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<sup>1</sup> 1. "Minority" is defined as including Black (Non-Hispanic Origin), Hispanic, Asian or Pacific Islander, and American Indian or Alaskan Native, and includes both men and women.

means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B.3 of this Part II.

1. Goals and Timetables. The goals of minority employee utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof which will be used on the project in Westchester County New York (hereinafter referred to as the Westchester area):

### **Goals of Minority Employee Utilization Expressed in Percentage Terms**

In accordance with the Westchester-Putnam Home Town Plan Agreement, the female goal which now pertains is 6.9%. The goal for minorities is 22.6%.

The percentage goals of minority employee utilization above are expressed in terms of hours of training and employment as a proportion of the total hours to be worked by the bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both federal and non-federal in the Westchester County area during the performance of its contract or subcontract. The hours for minority work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority employee utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. Provided, however, and pursuant to the requirements of Department of Labor regulations, 24 CFR 5a, apprentices or trainees shall be employed on all projects subject to the requirements of these Bid Conditions and, where feasible, 25 percent of apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

In order that the nonworking training hours of trainees may be counted in meeting this goal, such trainees must be employed by the contractor during the training period. The contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of

employment opportunities and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the Westchester County Plan with respect to the nature, extent and duration of training offered.

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the Westchester County area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found in noncompliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority employee utilization on all of its projects in the Westchester County area.

In all cases, the compliance of a bidder, contractor or subcontractor will be determined in accordance with its respective obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All bidders and all contractors and subcontractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

2. Specific Affirmative Action Steps. Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority employee utilization, which is at least as extensive and as specific as the following steps:

- a. The contractor shall notify community organizations that the contractor has employment

opportunities available and shall maintain records of the organizations' response.

b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefor.

c. The contractor shall promptly notify the HUD New York Area Office (*agency*) when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in his company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

i. The contractor shall validate all employee specifications, selection requirements, tests, etc.

j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employee needs consistent with its obligations under this Part II.

l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated.

o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions.

3. Contractors and Subcontractors Deemed to be Bound by Part II. In the event that a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Compliance, including the Westchester County Plan, s/he shall be deemed to be committed to Part II of these Bid Conditions; s/he shall be considered to be committed to the minority employee utilization percentage goal of the minimum range for that trade for the appropriate year.

4. Subsequent Signatory to the Westchester County Plan. Any contractor or subcontractor

subject to the requirements of this Part II for any trade at the time of submission of a bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the Westchester County Plan, either individually or through an association, may meet the requirements under these Bid Conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing to Part I of these Bid Conditions. No contractor or subcontractors shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

5. Non-discrimination. In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

**Part III: Certifications.**

A. Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

**BIDDERS' CERTIFICATION**

\_\_\_\_\_ (*Bidder*) certifies that:

1. It intends to use the following listed construction trades in the work under this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. (a) As to those trades set forth in the proceeding paragraph one hereof for which it is eligible under Part I of those Bid Conditions for participation in the Westchester County Plan, it will

comply with the Westchester County Plan on all construction work (both federal and non-federal) in the Westchester County area within the scope of coverage of that Plan, those trades being:

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\_\_\_\_\_ and/or by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority employee utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being:

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\_\_\_\_\_, and

3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative of Bidder)

\_\_\_\_\_  
Typed/Printed Signature

8. Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

### **SUBCONTRACTORS' CERTIFICATION**

\_\_\_\_\_ (*Subcontractor*) certifies that:

1. It intends to use the following listed construction trades in the work under the

subcontract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

2. (A) As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County Plan on all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, and/or

(b) As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority employee utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, and

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative of Bidder)

\_\_\_\_\_  
Typed/Printed Signature

The said subcontractors' certification must become a part of all subcontracts under the prime contract. Any subcontract executed without such incorporated certification shall be void.

C. Materiality and Responsiveness. The certifications required to be made by the bidder pursuant to these Bid Conditions is material, and will govern the bidder's performance on the project and will be a made a part of the bid. Failure to submit the certification will render the bid nonresponsive.

**Part IV: Compliance and Enforcement.** Contractors are responsible for informing their subcontractors (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended of September 24, 1965, with a contractor debarred from, or who is determined not to be a "responsible" bidder for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency, the contracting agency or the Office of Federal Contract Compliance pursuant to the Executive Order. Any bidder, or contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with Executive Order 11246, as amended, and the Equal Opportunity Clause of its contract, with respect to matters not covered in the Westchester County Plan or in Part II of these Bid Conditions.

Violation of any substantial requirement in the Westchester County Plan by a contractor or subcontractor covered by Part I of these Bid Conditions including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goals of minority employee utilization, or of the requirements of Part II hereof by a contractor or subcontractor who is covered by Part II shall be deemed to be noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of the sanctions and penalties

provided at Section 209(a) of Executive Order 11246, as amended.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the Westchester County Plan no longer represents effective affirmative action, it shall so notify the Office of Federal Contract Compliance which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions, if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet these goals, the contractor or subcontractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the agency will consider each contractor's or subcontractor's minority employee utilization and will not take into consideration the minority employee utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet the goals shall shift to the contractor the requirement to come forward with evidence to show that he has met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective

contractor” within the meaning of the Federal procurement regulations.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.

The procedures set forth in these conditions shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance, U.S. Department of Labor, Washington, DC 20210, and shall be forwarded through and with the endorsement of the agency head.

Contractors and subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the office of Federal Contract Compliance.

For the information of bidders, a copy of the Westchester County Plan may be obtained from the contracting officer.

# **Section 3 Compliance**

## **Certification by Bidder**

### **NOTE:**

The attached certification and Section 3 Plan must be signed by all bidders. This certificate indicates that the bidder will make every effort to follow the federal Section 3 requirements.

A fact sheet describing Section 3 is also attached.

## Section 3 Bidders Certification

### Training, Employment and Contracting Opportunities for Businesses and Lower Income Persons

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**OFFICIAL SIGNATURE:** \_\_\_\_\_

**TITLE** \_\_\_\_\_



## **WAGE RATE CERTIFICATION**

The project assisted under this agreement is subject to the requirements of the Davis-Bacon Act (the Act), 40 USC 276a. The Act requires that all construction employees of both contractors and subcontractors working on a federally-funded or assisted construction project be paid the current prevailing Davis-Bacon wages (wages).

The wages are those included in the bid package. By submitting a bid and by signing this form, a bidding contractor agrees to pay his/her construction employees the current prevailing Davis-Bacon wages as included in the bid package and to assure that any sub-contractors used on the project also pay their construction employees the wages included in the bid package.

Since this project is subject to the requirements of both Federal and State Labor Standards, the Contractor is required to pay the higher of the two rates for the job classification.

Company Name: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name/Title of Authorized  
Representative: \_\_\_\_\_  
\_\_\_\_\_

## **SECTION 3: PROVIDING ECONOMIC OPPORTUNITIES THROUGH HUD PROGRAMS**

### **A FACT SHEET**

#### **What is Section 3?**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self sufficiency.

#### **Who Must Comply with Section 3 Requirements?**

Section 3 applies to financial assistance awarded, provided or otherwise made available to a project or activity under a program administered by HUD in aid of housing, urban planning, redevelopment, development or renewal, public or community facilities and new community development. Section 3 does not apply to financial assistance made available solely in the form of insurance or guaranty or to tenant-based assistance. Recipients of Section 3 covered assistance include but are not limited to, states, units of local government, public housing agencies, Indian housing authorities, public and private nonprofit organizations, private agencies, developers, builders, community development housing organizations, resident management corporations and resident councils. Also, contractors who perform work in connection with projects funded under covered programs must comply with Section 3 requirements.

- ◆ Low Income Public Housing Programs
- ◆ Community Development Block Grant Programs
- ◆ Homeless Assistance Programs
- ◆ HOPE Programs
- ◆ HOME Programs
- ◆ National Affordable Housing Act Programs
- ◆ Fair Housing Initiatives Program
- ◆ Fair Housing Assistance Program

#### **What Does Section 3 Require?**

Recipients and contractors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.

Recipients and contractors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.

Recipients and contractors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers; copies of solicitation for bids or proposals; and copies of affirmative action plans.

## Federal Labor Standards Provisions

### U.S. Department of Housing and Urban Development

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 of determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which might 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 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, and programs, which cover the particular weekly period, are determined 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 Part 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 confirmed under 29 CFR Part 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rates (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. **Withholding.** HUD or its designee 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 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 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 (or under the United States Housing act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3 (I) **Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such work, 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 benefit 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-00017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case might be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agency 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 maintained under 29 CFR Part 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 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee 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 make them available, HUD or its designee 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 Part 5.12.

4 (I) **Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices to journeymen on the job site in any craft shall not be greater than the ration 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 work actually performed. Where a contractor is performing construction on a project in a locality other than that in which the 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, fringe shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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. 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 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 acceptable 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 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 will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee 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 contract clauses in 29 CFR Part 5.5.

7. **Contracts 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) **Certification of Eligibility.** 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C., "**Federal Housing Administration Transactions**" provides in part, "**Whoever, for the purpose of .. influencing in any way the action of such administration makes, utters or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000 or imprisoned not more than two years, or both**".

11. **Complaints, Proceedings or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation: Liability for Unpaid Wages: Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable to the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under the 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

### C. **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29, Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83, Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### D. **Anti-Discrimination**

Section 109 of Title I of the Housing and Community: Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO MUNICIPALITY**  
(Prior to execution of a contract by the Municipality, a potential Municipality contractor must complete, sign and return this form to the Municipality)

**Contract Name and/or ID No.:**  
(To be filled in by Municipality)

**Name of Contractor:**  
(To be filled in by Contractor)

**A.) Related Employees:**

1. Are any of the employees that you will use to carry out this contract with the Municipality also an officer or employee of the Municipality, or the spouse, or the child or dependent of such Municipality officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide  
details: \_\_\_\_\_

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**B.) Related Owners:**

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the Municipality?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide  
details: \_\_\_\_\_

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**To answer the following question, the following definition of the word "interest" shall be used:**

**Interest means a direct or indirect pecuniary or material benefit accruing to a Municipality officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Municipality or otherwise. For the purpose of this chapter, a Municipality officer or employee shall be deemed to have an "interest" in the contract of:**

- i. His/her spouse, children and dependents, except a contract of employment with the Municipality;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the Municipality have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Company Official shall sign below and type or print information below the signature line:

\_\_\_\_\_  
Name:

Title:

Date:



(Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 43.12 42.35

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 BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+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

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 BRNY0001-003 06/01/2018

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

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 BRNY0004-001 07/01/2019

	Rates	Fringes
MARBLE MASON.....	\$ 59.44	36.88

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 BRNY0005-006 06/01/2018

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
BRICKLAYER Bricklayers, Stone Masons, Cement Masons, Plasterers, Pointers, Caulkers and Cleaner.....	\$ 41.96	33.38

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 BRNY0005-007 06/01/2019

BUILDING/RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 42.09	34.50

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 BRNY0007-001 01/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 55.21	36.97
TERRAZZO WORKER/SETTER.....	\$ 57.92	37.78

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 BRNY0007-002 12/02/2019

	Rates	Fringes
TILE FINISHER.....	\$ 46.20	31.70

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BRNY0020-001 07/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 47.41	34.64

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BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER MARBLE POLISHERS.....	\$ 40.89	26.69

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BRNY0052-001 12/02/2019

	Rates	Fringes
Tile Layer.....	\$ 59.73	35.37

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CARP0279-001 07/01/2019

	Rates	Fringes
Carpenters: Building.....	\$ 45.30	30.55
Heavy & Highway.....	\$ 45.30	30.55
Residential.....	\$ 36.23	24.47

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CARP0740-001 07/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 55.70	53.61

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CARP1556-007 07/01/2020

	Rates	Fringes
Diver Tender.....	\$ 50.34	51.79
Diver.....	\$ 70.80	51.79

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CARP1556-009 07/01/2020

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 55.93	51.79

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CARP1556-011 07/01/2020

	Rates	Fringes
Carpenters: TIMBERMEN.....	\$ 51.05	51.24

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CARP2287-001 07/01/2015

	Rates	Fringes
Carpenters: Soft Floor Layers.....	\$ 50.50	45.18

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ELEC0003-003 04/28/2016

Rates	Fringes
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ELECTRICIAN (Teledata Technician).....\$ 50.75                   43.704

a. \$2.00 per hour not to exceed \$14.00 per day.

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ELEC1249-001 05/04/2020

	Rates	Fringes
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.....	\$ 30.97	6.75%+33.90
Ground Digging Machine Operator.....	\$ 46.45	6.75%+33.90
Ground Truck Driver.....	\$ 41.29	6.75%+33.90
Tractor, Trailer Unit.....	\$ 43.87	6.75%+33.90
Lineman & Technician.....	\$ 51.61	6.75%+33.90
Mechanic.....	\$ 41.29	6.75%+33.90

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 United 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

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ELEC1249-006 05/06/2019

	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.....	\$ 60.29	6.75%+24.15
Flagman.....	\$ 32.89	6.75%+24.15
Groundman digging machine operator.....	\$ 49.33	6.75%+24.15
Groundman truck driver (tractor trailer unit).....	\$ 43.85	6.75%+24.15

Groundman truck driver;....	\$ 43.85	6.75%+24.15
Lineman & Technician.....	\$ 54.81	6.75%+24.15
Mechanic.....	\$ 43.85	6.75%+24.15

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.

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 ELEC1249-009 01/01/2021

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable Splicer.....	\$ 34.78	3%+5.14
Groundman.....	\$ 17.50	3%+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 33.01	3%+5.14

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 ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 64.48	36.21+a+b
Modernization and Repair....	\$ 50.49	40.399+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.

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 ELEV0138-003 01/01/2020

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

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.49	34.765+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.

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ENGI0137-005 03/06/2017

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A.....	\$ 53.95	28.52+a
GROUP 1-B.....	\$ 49.68	28.52+a
GROUP 2-A.....	\$ 52.03	28.52+a
GROUP 3-A.....	\$ 50.11	28.52+a
GROUP 3-B.....	\$ 47.67	28.52+a
GROUP 4-A.....	\$ 49.60	28.52+a
GROUP 4-B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5-A.....	\$ 56.63	28.52+a
GROUP 5-B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+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 hilit 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

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ENGI0137-006 03/06/2017

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+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); scoomobile-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

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 IRON0040-001 07/01/2019

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 51.45	78.42

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 IRON0046-003 07/01/2019

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 44.65	46.67

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IRON0197-001 07/01/2019

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN.....	\$ 50.91	54.11

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IRON0580-001 07/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 45.15	55.62

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LAB00060-002 03/31/2019

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 42.17	22.23+a
GROUP 2.....	\$ 40.82	22.23+a
GROUP 3.....	\$ 40.42	22.23+a
GROUP 4.....	\$ 40.07	22.23+a
GROUP 5.....	\$ 39.72	22.23+a
GROUP 6.....	\$ 33.37	22.23+a
GROUP 7.....	\$ 41.72	22.23+a
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 48.15	29.25+a
GROUP 2.....	\$ 50.30	29.25+a
GROUP 4.....	\$ 56.70	29.25+a

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, Jeeper 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.

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 LAB00235-001 05/01/2016

BUILDING

	Rates	Fringes
LABORER.....	\$ 33.30	26.25

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 LAB00235-002 05/01/2016

RESIDENTIAL

	Rates	Fringes
LABORER.....	\$ 26.80	19.55

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 PAIN0009-003 05/01/2020

	Rates	Fringes
PAINTER		
GLAZIERS.....	\$ 46.55	44.77
Painters, Paperhanger, Drywall Finishers & Lead Abatement Worker.....	\$ 45.70	27.67
Spray, Scaffold, Sandblasting.....	\$ 48.70	27.67

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 PAIN0806-001 10/01/2020

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 51.50	49.63

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 \* PLUM0021-003 05/01/2021

	Rates	Fringes
Plumber and Steamfitter		
Zone 1.....	\$ 59.01	39.26

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 ROOF0008-003 07/01/2020

	Rates	Fringes
ROOFER.....	\$ 44.25	34.87

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 SFNY0669-002 04/01/2021

	Rates	Fringes
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SPRINKLER FITTER.....\$ 47.19 28.09

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SHEE0038-001 07/01/2020

Rates Fringes

Sheet metal worker.....\$ 46.92 42.55

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TEAM0456-001 07/01/2018

HEAVY & HIGHWAY CONSTRUCION

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 43.47	29.17+a
GROUP 2.....	\$ 40.72	29.17+a
GROUP 3.....	\$ 41.17	29.17+a
GROUP 4.....	\$ 41.34	29.17+a
GROUP 5.....	\$ 40.72	29.17+a
GROUP 6.....	\$ 41.47	29.17+a
GROUP 7.....	\$ 42.22	29.17+a
GROUP 8.....	\$ 42.59	29.17+a
GROUP 9.....	\$ 42.09	29.17+a
GROUP 10.....	\$ 42.72	29.17+a
GROUP 11.....	\$ 42.47	29.17+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 calendar year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calendar 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.

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

STATE PREVAILING WAGE INFORMATION

**PRC 2021006346 WESTCHESTER COUNTY**  
**Clinton Street Center**  
**HVAC and Refrigeration Equipment Upgrades**  
**Bid 2021-02**

Note that the Prevailing Wage Rates are scheduled to change as of June 30, 2021; the new wages as of July 1, 2021 will prevail for this work, and should be taken into consideration when bidding this work.

This schedule is effective from July 1, 2020 through June 30, 2021. All updates, corrections and future copies of the annual determination are available on the Department's website ([www.labor.state.ny.us](http://www.labor.state.ny.us)).

The attached rates are based on the latest information available to the Departments of Labor, Bureau of Public work. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project, which is the White Plains Office, 120 Bloomingdale Road White Plains, NY 10605, Tel. (914) 997-9507 FAX (914) 997-9523.

Contractors are required to post the schedule on the jobsite and provide copies of the schedule to all their subcontractors. The requirement that contractors obtain affidavits from their subcontractors that such schedules have been provided is also in effect. Those forms will be available on the above listed website.

In the event that you do not have web access or are unable to access the Department's website, please fax a written request for a printed copy of the schedule to the Central Office of the Bureau of Public Work at (518) 485-1870.

Please refer to the complete Labor Laws and amendments; see the above listed website or local district office.

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Westchester County General Construction**

**Boilermaker** **07/01/2020**

**JOB DESCRIPTION** Boilermaker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2020	01/01/2021
Boilermaker	\$ 61.24	\$63.38
Repairs & Renovations	61.24	63.38

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2020	01/01/2021
Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid + \$ 25.35	Wage Paid + TBA

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

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE  
 Repairs & Renovation see (B,E,Q)

**HOLIDAY**

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: \*Employee must work in pay week to receive Holiday Pay.  
 \*\*Employee gets 4 times the hourly wage rate for working Labor Day.

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits Per Hour:

	07/01/2020	01/01/2021
Apprentice(s)	32% of Hourly Wage Paid Plus Amount Below	32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.38	\$ TBA
2nd Term	20.24	TBA
3rd Term	21.08	TBA
4th Term	21.94	TBA
5th Term	22.79	TBA
6th Term	23.65	TBA
7th Term	24.48	TBA

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

4-5

**Carpenter** **07/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020

Piledriver	\$ 55.93
Dockbuilder	\$ 55.93

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 52.44

**OVERTIME PAY**

See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

**REGISTERED APPRENTICES**

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$22.37	\$27.97	\$36.35	\$44.74

Supplemental benefits per hour:

All Terms: \$ 34.34

8-1556 Db

**Carpenter**

**07/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 54.00

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

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 46.99

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

**REGISTERED APPRENTICES**

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$24.20	\$27.20	\$31.45	\$39.33

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$16.06	\$17.56	\$21.16	\$23.16

8-2287

**Carpenter**

**07/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2020

Marine Construction:

Marine Diver \$ 70.80  
Marine Tender 50.34

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 52.34

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:  
One (1) year terms.

1st year \$ 22.37  
2nd year 27.97  
3rd year 36.35  
4th year 44.74

Supplemental Benefits  
Per Hour:

All terms \$ 34.34

8-1456MC

**Carpenter**

**07/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020

Building  
Millwright \$ 55.70

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 54.16

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:  
One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.99	\$35.44	\$40.89	\$51.79

Supplemental benefits per hour:  
One (1) year terms:

1st.	2nd.	3rd.	4th.
------	------	------	------

\$34.79      \$38.49      \$42.84      \$49.60

8-740.1

**Carpenter**

**07/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour:

07/01/2020

Timberman

\$ 51.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2020

\$ 51.79

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime:

See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

1st	2nd	3rd	4th
\$20.42	\$25.53	\$33.18	\$40.84

Supplemental benefits per hour:

All terms \$ 34.07

8-1556 Tm

**Carpenter**

**07/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour:

07/01/2020

10/18/2020

Core Drilling:

Driller

\$ 41.19

Additional

\$ 2.00

Driller Helper

32.62

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2020

Driller and Helper

\$ 27.95

**OVERTIME PAY**

OVERTIME: See (B,E,K\*,P,R\*\*) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (5,6) on HOLIDAY PAGE.  
 Overtime: \* See (5,6) on HOLIDAY PAGE.  
 \*\* See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway** **07/01/2020**

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

**ENTIRE COUNTIES**  
 Putnam, Rockland, Westchester

**WAGES**

WAGES:(per hour)	07/01/2020	07/01/2021
BUILDING/HEAVY & HIGHWAY/TUNNEL:		Additional
Carpenter	\$ 45.30	\$ 0.40

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE:Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyworker \$ 31.53

**OVERTIME PAY**

BUILDING: See ( B, E, Q ) on OVERTIME PAGE.

HEAVY&HIGHWAY/TUNNEL:  
 See ( B, E, P, \*R, \*\*T, X ) on OVERTIME PAGE.

\*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.  
 \*\*T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

**HOLIDAY**

BUILDING:  
 Paid: See ( 1 ) on HOLIDAY PAGE.  
 Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.  
 Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:  
 Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE including benefits.  
 Overtime: See ( 5, 6, 25 ) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

1 year terms at the following wage rates:

Indentured after July 1 2016				
1st	2nd	3rd	4th	5th
\$ 22.40	\$ 26.16	\$ 28.05	\$ 29.93	\$ 33.70

Indentured before July 1 2016			
1st	2nd	3rd	4th
\$ 22.40	\$ 26.16	\$ 29.93	\$ 33.70

SUPPLEMENTAL BENEFITS per hour:  
 All terms \$ 16.28

11-279.1B/HH

**Electrician** **07/01/2020**

**JOB DESCRIPTION** Electrician **DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

Per hour:	07/01/2020
Electrician/A-Technician	\$ 52.75
Teledata	\$ 52.75

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2020
Journeyworker	\$ 51.80

**OVERTIME PAY**

See (A, G, \*J, P) on OVERTIME PAGE

\*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

	07/01/2020
1st term	\$ 13.00
2nd term	15.00
3rd term	17.00
4th term	19.00
MIJ 1-12 months	23.00
MIJ 13-18 months	26.50

Supplemental Benefits per hour:

	07/01/2020
1st term	\$ 9.49
2nd term	12.39
3rd term	13.72
4th term	15.05
MIJ 1-12 months	12.08
MIJ 13-18 months	13.38

8-3/W

**Electrician**

**07/01/2020**

**JOB DESCRIPTION** Electrician

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond, Westchester

**WAGES**

Per hour:	07/01/2020	03/10/2021
Service Technician	\$ 33.90	\$34.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

**SUPPLEMENTAL BENEFITS**

Per hour:		
Journeyworker:	\$ 18.43	\$ 19.32

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

**Electrician**

**07/01/2020**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

07/01/2020

Electrician \$ 26.50  
 H - Telephone \$ 26.50

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of defective electrical and teledata equipment.  
 - Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

**SUPPLEMENTAL BENEFITS**

07/01/2020

Electrician & H - Telephone \$ 13.38

**OVERTIME PAY**

See (B, G, \*J, P) on OVERTIME PAGE

\*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

**Elevator Constructor**

**07/01/2020**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per hour:

07/01/2019 03/17/2021

Elevator Constructor \$ 69.56 \$ 72.29

Modernization & Service/Repair \$ 54.56 \$ 56.77

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor \$ 41.92 \$ 42.92

Modernization & Service/Repairs \$ 40.86 \$ 41.82

**OVERTIME PAY**

Constructor See ( D, M, T ) on OVERTIME PAGE.

Modern/Service See ( B, F, S ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

**WAGES PER HOUR:**

\*Note:1st Term is based on Average wage of Constructor & Modernization.  
 Terms 2 thru 4 Based on Journeymans wage of classification Working in.

**1 YEAR TERMS:**

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

**SUPPLEMENTAL BENEFITS**

**Elevator Constructor**

1st Term	\$ 33.38	\$ 34.05
2nd Term	34.20	34.91
3rd Term	35.55	36.30
4th Term	36.89	37.70

**Modernization & Service/Repair**

1st Term	\$ 33.33	\$ 34.00
2nd Term	33.82	34.50
3rd Term	35.09	35.83
4th Term	36.36	37.15

4-1

**Elevator Constructor** **07/01/2020**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per Hour	07/01/2020	01/01/2021
Mechanic	\$ 60.49	\$62.51
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2020	01/01/2021
Journeyman/Helper	\$ 34.765*	\$ 34.825*

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

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

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

**Glazier** **07/01/2020**

**JOB DESCRIPTION** Glazier **DISTRICT 8**

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

**WAGES**

Per hour:	7/01/2020	5/31/2021 Additional
Glazier	\$ 57.55	\$ 2.00
*Scaffolding	58.55	
Glass Tinting & Window Film	29.17	
**Repair & Maintenance	29.17	

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

**SUPPLEMENTAL BENEFITS**

Per hour:	7/01/2020
Journeyworker	\$ 34.59
Glass tinting & Window Film	20.29
Repair & Maintenance	20.29

**OVERTIME PAY**

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2020
1st term	\$ 20.14
2nd term	28.21
3rd term	34.10
4th term	45.80

Supplemental Benefits:

(Per hour)

1st term	\$ 16.16
2nd term	22.76
3rd term	25.16
4th term	29.73

8-1087 (DC9 NYC)

**Insulator - Heat & Frost** **07/01/2020**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:	07/01/2020	05/31/2021
Insulator	\$ 55.00	\$ 2.00
Discomfort & Additional Training**	57.96	
Fire Stop Work*	29.44	

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 34.35
Discomfort & Additional Training	36.30
Fire Stop Work: Journeyworker	17.52

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

**REGISTERED APPRENTICES**

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 29.44	\$ 34.55	\$ 39.66	\$ 44.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 30.99	\$ 36.41	\$ 41.83	\$ 47.26

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.52
2nd term	20.89
3rd term	24.25
4th term	27.61

Discomfort & Additional Training Apprentices:

1st term	\$ 18.50
2nd term	22.06
3rd term	25.62
4th term	29.18

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour:	07/01/2020	01/01/2021 Additional
Ironworker Rigger	\$ 67.13	\$ 1.36

Ironworker Stone Derrickman	\$ 67.13
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**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 40.94
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**OVERTIME PAY**

See (B, D1, \*E, Q, \*\*V) on OVERTIME PAGE

\*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

\*\* Benefits same premium as wages on Holidays only

**HOLIDAY**

Paid:	See (18) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 25) on HOLIDAY PAGE

\*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**

Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2020	\$33.12	\$47.19	\$52.50	\$57.82

Supplemental benefits:

Per hour:	\$20.93	\$31.23	\$31.23	\$31.23
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9-197D/R

**Ironworker**

**07/01/2020**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour:	07/01/2020	01/01/2021 Additional
Ornamental	\$ 45.65	\$ 1.25
Chain Link Fence	45.65	
Guide Rail	45.65	

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker:	\$ 58.05

**OVERTIME PAY**

See (B, B1, Q, V) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.

5th Term	80%
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Supplemental Benefits per hour:

5th Term	52.38
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Apprentices Hired after 9/1/18:

1 year terms

1st Term	\$ 21.13
2nd Term	24.77
3rd Term	36.32
4th Term	TBD

Supplemental Benefits per hour:

1st Term	\$ 17.61
2nd Term	18.86
3rd Term	52.58
4th Term	TBD

4-580-Or

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**Ironworker**

**07/01/2020**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

PER HOUR:

07/01/2020 01/01/2021

Ironworker:

Structural \$ 52.70

Bridges

Machinery

Additional

\$1.75/Hr.

**SUPPLEMENTAL BENEFITS**

PER HOUR:

Journeyman \$ 81.35

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$27.45
2nd	\$28.05
3rd - 6th	\$28.66

Supplemental Benefits

PER HOUR:

All Terms \$56.15

4-40/361-Str

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**Ironworker**

**07/01/2020**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

**WAGES**

Per hour: 07/01/2020

Reinforcing &  
Metal Lathing

\$ 56.23

"Base" Wage

\$ 54.65  
plus \$ 1.58

"Base" Wage is used to calculate overtime hours only.

**SUPPLEMENTAL BENEFITS**

Per hour:

Reinforcing & \$ 35.30

Metal Lathing

**OVERTIME PAY**

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

\*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 41.55
Double Time	\$ 47.80

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 26.38	\$ 30.38	\$ 35.38	\$ 37.38

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 15.37	\$ 17.37	\$ 19.33	\$ 20.33

4-46Reinf

**Laborer - Building**

**07/01/2020**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

07/01/2020

Laborer \$ 35.30  
 plus \$4.60\*\*

Laborer - Asbestos & Hazardous  
 Materials Removal \$ 41.55\*

\* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

\*\* This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2020

Journeyworker \$ 26.40

**OVERTIME PAY**

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

\*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D	Level E
0-1000	1001-2000	2001-3000	3001-4000	4001+
\$ 23.90	\$ 27.50	\$ 31.50	\$ 38.00	\$ 39.80

Supplemental Benefits per hour:

Apprentices	
Level A	\$ 12.35
Level B	15.20
Level C	17.80
Level D	18.20
Level E	26.40

8-235/B

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**Laborer - Heavy&Highway** **07/01/2020**

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**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

\*\*PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES\*\*

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GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/ Asphalt Screedman/Raker, Bar Person.

GROUP III: Pavement Breakers, Jeeper Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

Wages:(per hour) 07/01/2020

GROUP I	\$44.45*
GROUP II	43.10*
GROUP III	42.70*
GROUP IV	42.35*
GROUP V	42.00*
GROUP VIA	44.00*
Operator Qualified	
Gas Mechanic	54.45*
Flagperson	35.65*

\*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

First 40 Hours	
Per Hour	\$24.35
Over 40 Hours	
Per Hour	18.10

**OVERTIME PAY**

See (B, E, P, R, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies  
 For Holiday Overtime: 8, 9, 15, 25 - Code 'R' applies

**REGISTERED APPRENTICES**

	1st term 1-1000hrs	2nd term 1001-2000hrs	3rd term 2001-3000hrs	4th term 3001-4000hrs
07/01/2020	\$ 23.90	\$ 28.20	\$ 32.50	\$ 36.70

Supplemental Benefits per hour:

1st term	\$ 3.85 - After 40 hours: \$ 3.60
2nd term	\$ 3.95 - After 40 hours: \$ 3.60
3rd term	\$ 4.45 - After 40 hours: \$ 4.00
4th term	\$ 5.00 - After 40 hours: \$ 4.50

8-60H/H

**Laborer - Tunnel**

**07/01/2020**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

**PARTIAL COUNTIES**

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2020	07/01/2021	07/01/2022
Class 1	\$ 50.45	\$ 51.95	\$ 53.45
Class 2	52.60	54.10	55.60
Class 4	59.00	60.50	62.00
Class 5	42.25	43.50	44.80

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

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 32.15	\$ 33.25	\$ 34.45
Benefit 2	48.15	49.80	51.60
Benefit 3	64.15	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

**OVERTIME PAY**

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

**HOLIDAY**

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

**REGISTERED APPRENTICES**

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

11-17/60/235/754Tun

**Lineman Electrician**

**07/01/2020**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**  
Westchester

**WAGES**

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour: 07/01/2020

Lineman, Tech, Welder	\$ 56.51
Crane, Crawler Backhoe	56.51
Cable Splicer-Pipe Type	62.16
Digging Mach Operator	50.86
Cert. Welder-Pipe Type	59.34
Tractor Trailer Driver	48.03
Groundman, Truck Driver	45.21
Equipment Mechanic	45.21
Flagman	33.91

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

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

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms.

07/01/2020

1st term	\$ 33.91
2nd term	36.73
3rd term	39.56
4th term	42.38
5th term	45.21
6th term	48.03
7th term	50.86

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249aWest

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**Lineman Electrician - Teledata** **07/01/2020**

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**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour:

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

	07/01/2020	01/01/2021
Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

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

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*plus 3% of wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

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**Lineman Electrician - Traffic Signal, Lighting** **07/01/2020**

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**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

Westchester

**WAGES**

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

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

A flagger's duties shall consist of traffic control only.  
(Ref #14.01.03)

Per hour: 07/01/2020

Lineman, Technician	\$ 51.61
Crane, Crawler Backhoe	51.61
Certified Welder	54.19
Digging Machine	46.45
Tractor Trailer Driver	43.87
Groundman, Truck Driver	41.29
Equipment Mechanic	41.29
Flagman	30.97

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### **SUPPLEMENTAL BENEFITS**

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

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

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

#### **OVERTIME PAY**

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

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

#### **HOLIDAY**

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

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

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

#### **REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms.

1st term	\$ 30.97
2nd term	33.55
3rd term	36.13
4th term	38.71
5th term	41.29
6th term	43.87
7th term	46.45

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249aWestLT

**Mason - Building**

**07/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2020

Bricklayer	\$ 42.09
Cement Mason	42.09
Plasterer/Stone Mason	42.09
Pointer/Caulker	42.09

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 35.00

**OVERTIME PAY**

OVERTIME:

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

**Mason - Building**

**07/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Building:

	07/01/2020	01/01/2021
Wages per hour:		Additional \$0.95
Mosaic & Terrazzo Mechanic	\$57.42	
Mosaic & Terrazzo Finisher	\$55.82	

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic	\$ 25.61* + \$11.47
Mosaic & Terrazzo Finisher	\$ 25.61* + \$11.45

\*This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

**REGISTERED APPRENTICES**

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2020	\$25.40	\$27.94	\$30.49	\$33.03	\$35.57	\$38.11	\$43.20	\$48.28

Supplemental benefits per hour:

07/01/2020	\$ 12.81* +\$9.04	\$ 14.09* +\$9.94	\$ 15.37* +\$10.84	\$ 16.65* +\$11.75	\$ 17.93* +\$12.65	\$ 19.21* +\$13.55	\$ 21.77* +\$15.36	\$ 24.33* +\$17.16
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Apprentices hired after 07/01/2017:

Wages Per hour:

	1st	2nd	3rd	4th	5th	6th
	0- 1500	1501- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000
07/01/2020	\$22.20	\$22.88	\$30.49	\$35.57	\$40.65	\$45.73

Supplemental Benefits per hour:

07/01/2020	1st \$4.55* +\$6.32	2nd \$11.52* +\$8.13	3rd \$15.37* +\$10.84	4th \$17.93* +\$12.65	5th \$20.49* +\$14.46	6th \$23.05* +\$16.22
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\*This portion of benefits subject to same premium rate as shown for overtime wages.

**Mason - Building** **07/01/2020**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**  
 Per hour: 07/01/2020 01/01/2021  
 Building-Marble Restoration: Additional \$1.10  
 Marble, Stone & Terrazzo Polisher, etc \$ 44.66

**SUPPLEMENTAL BENEFITS**  
 Per Hour:  
 Journeyworker:  
 Building-Marble Restoration:  
 Marble, Stone & Polisher \$ 28.41

**OVERTIME PAY**  
 See (B, \*E, Q, V) on OVERTIME PAGE  
 \*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**  
 WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701	
07/01/2020	\$31.19	\$35.68	\$40.16	\$44.66	
Supplemental Benefits Per Hour:					
07/01/2020	\$ 25.78	\$ 26.66	\$ 27.54	\$ 28.41	9-7/24-MP

**Mason - Building** **07/01/2020**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

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

**WAGES**  
 Wages: 07/01/2020 01/14/2021  
 Marble Cutters & Setters \$ 60.35 Additional \$0.95

**SUPPLEMENTAL BENEFITS**  
 Per Hour:  
 Journeyworker \$ 37.24

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

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**  
 Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2020									
\$24.15	\$27.15	\$30.16	\$33.19	\$36.20	\$39.20	\$42.15	\$45.26	\$51.28	\$57.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$20.14	\$21.58	\$23.02	\$24.42	\$25.85	\$27.29	\$28.72	\$30.12	\$32.98	\$35.81

9-7/4

**Mason - Building** **07/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2020	01/01/2021
Marble, Stone, etc. Maintenance Finishers:	\$ 25.53	Additional \$0.68

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Marble, Stone, etc Maintenance Finishers:	\$ 13.85
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**OVERTIME PAY**

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

\*Double hourly rate after 8 hours on Saturday

**HOLIDAY**

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**

WAGES per hour:

	07/01/2020
0-750	\$17.87
751-1500	\$18.89
1501-2250	\$19.92
2251-3000	\$20.93
3001-3750	\$22.47
3751-4500	\$24.51
4501+	\$25.53

Supplemental Benefits:

Per hour:

0-750	\$ 13.73
751-1500	\$ 13.75
1501-2250	\$ 13.76
2251-3000	\$ 13.78
3001-3750	\$ 13.80
3751-4500	\$ 13.83

4501+ \$ 13.85

9-7/24M-MF

**Mason - Building** **07/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2020	12/07/2020
		Additional
Tile Setters	\$ 60.09	\$0.88

**SUPPLEMENTAL BENEFITS**

Per Hour:

\$ 24.81*
+ \$9.72

\* This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage per hour:

Tile Setters:  
 (750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2020	\$20.35	\$25.11	\$32.09	\$36.83	\$40.25	\$43.50	\$46.95	\$51.69	\$54.34	\$58.19

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.06*	\$15.06*	\$16.06*	\$17.56*	\$18.56*	\$18.56*	\$16.56*	\$21.81*
+\$0.66	+\$0.70	+\$0.80	+\$0.85	+\$1.23	+\$1.27	+\$1.62	+\$1.67	+\$5.82	+\$6.31

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

**Mason - Building** **07/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2020	12/07/2020
		Additional
Tile Finisher	\$ 46.21	\$0.73

**SUPPLEMENTAL BENEFITS**

Per Hour:

\$ 21.56*
+ \$9.65

\*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

**Mason - Building / Heavy&Highway**

**07/01/2020**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020 01/14/2021

Marble-Finisher \$ 47.92 Additional \$0.61

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
per hour

Marble- Finisher \$ 34.99

**OVERTIME PAY**

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

**HOLIDAY**

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

\* Work beyond 8 hours on a Saturday shall be paid at double the rate.

\*\* When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

**Mason - Heavy&Highway**

**07/01/2020**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 11**

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour: 07/01/2020

Bricklayer \$ 42.60  
Cement Mason 42.60  
Marble/Stone Mason 42.60  
Plasterer 42.60  
Pointer/Caulker 42.60

Additional \$1.00 per hour for power saw work  
Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 34.99

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

**HOLIDAY**

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

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

**Operating Engineer - Building**

**07/01/2020**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu.Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2020

GROUP I	
Cranes- up to 49 tons	\$ 61.70
Cranes- 50 tons to 99 tons	63.86
Cranes- 100 tons and over	72.99
GROUP I-A	53.95
GROUP I-B	49.68
GROUP II	52.03
GROUP III-A	50.11
GROUP III-B	47.67
GROUP IV-A	49.60
GROUP IV-B	41.85
GROUP V	45.17
GROUP VI-A	52.96
GROUP VI-B	
Utility Man	42.83
Warehouse Man	44.92

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
 Loader operators over 5 cubic yard capacity additional .50 per hour.  
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2020

Journeyworker	\$ 28.52
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**OVERTIME PAY**

OVERTIME:..... See ( B, E,P,R\*,T\*\*,U\*\*\*,V ) on OVERTIME PAGE.

**HOLIDAY**

Paid:..... See ( 5, 6, 11, 12, 15, 25 ) on HOLIDAY PAGE.

Overtime:..... See ( 5, 6, 11, 12, 15, 25 ) on HOLIDAY PAGE.

\* For Holiday codes 11, 12, 15, 25, code R applies.

\*\* For Holiday code 28, code T applies

\*\*\* For Holiday codes 5 & 6, code U applies

8-137B

**Operating Engineer - Building**

**07/01/2020**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

**PARTIAL COUNTIES**

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

**WAGES**

NOTE:Construction surveying

Party chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour)

07/01/2020

Building Construction:

Party Chief	\$ 74.75
Instrument Man	\$ 59.53
Rodman	\$ 40.79

Steel Erection:

Party Chief	\$ 78.44
Instrument Man	\$ 62.74
Rodman	\$ 44.39

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

Party Chief	\$ 83.87
Instrument man	\$ 63.61
Rodman	\$ 54.59

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2020
Building Construction & Steel	\$ 22.85* + 6.90
Heavy Construction	\$ 23.10* + 6.90

\* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:	\$ 16.45
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**OVERTIME PAY**

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

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

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

9-15Db

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**Operating Engineer - Heavy&Highway**

**07/01/2020**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),

Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under), Vibratory Roller (Riding), Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: 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, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour: 07/01/2020

Group I	\$ 62.38
Group I-A	54.95
Group I-B	57.92
Group II-A	52.61
Group II-B	54.26
Group III	51.68
Group IV-A	46.93
Group IV-B	40.24
Group V-A	
Engineer All Tower, Climbing and Cranes of 100 Tons	70.72
Hoist Engineer(Steel)	64.00
Engineer(Pile Driver)	68.27
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the 4 Day/10 Hour Work schedule Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	07/01/2020
	\$ 30.50 up to 40 Hours
	After 40 hours \$ 21.35* PLUS \$ 1.15 on all hours worked

\*This amount is subject to premium

**OVERTIME PAY**

See (B, E, E2, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid:..... See ( 5, 6, 8, 9, 15, 25 ) on HOLIDAY PAGE

Overtime..... See ( 5, 6, 8, 9, 15, 25 ) on OVERTIME PAGE

\* For Holiday codes 8,9,15,25 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

07/01/2020

1st term	\$ 27.48
2nd term	32.97
3rd term	38.47
4th term	43.96

Supplemental Benefits per hour:

\$ 22.50

8-137HH

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**Operating Engineer - Heavy&Highway**

**07/01/2020**

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

**DISTRICT** 9

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2020

Party Chief \$ 81.06

Instrument Man 61.32

Rodman 52.53

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020

All Categories

Straight Time: \$ 23.10\* plus \$6.90

Premium:

Time & 1/2 \$ 34.65\* plus \$6.90

Double Time

\$ 46.20\* plus \$6.90

Non-Worked Holiday Supplemental Benefits:

\$ 16.45

**OVERTIME PAY**

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

\* Doubletime paid on all hours in excess of 8 hours on Saturday

**HOLIDAY**

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

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**Operating Engineer - Heavy&Highway - Tunnel**

**07/01/2020**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under), Vibratory Roller(riding), Welder.

GROUP II-B: Mechanic(outside)all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck).

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2020

GROUP I	\$ 62.38
GROUP I-A	54.95
GROUP I-B	57.92
GROUP II-A	52.61
GROUP II-B	54.26
GROUP III	51.68
GROUP IV-A	46.93
GROUP IV-B	40.24
GROUP V-A	
Engineer-Cranes	70.72
Engineer-Pile Driver	68.27
Hoist Engineer	64.00
Jersey Spreader	53.83
Pavement Breaker	53.83
Post Hole Digger	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: 07/01/2020  
 \$ 22.50  
 + \$8.00  
 (Limited to  
 first 40 hours)

**OVERTIME PAY**

See (D, O, \*U, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2020  
 1st term \$ 27.48  
 2nd term 32.97  
 3rd term 38.47  
 4th term 43.96

Supplemental Benefits per hour:

07/01/2020  
 All terms \$ 22.50

8-137Tun

**Operating Engineer - Marine Dredging**

**07/01/2020**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer,	34.86	35.82

Engineer, Chief Mate, Electrician,  
 Chief Welder, Maintenance Engineer  
 Licensed Boat, Crew Boat Operator

CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2020 \$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	10/01/2020 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

**OVERTIME PAY**  
 See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

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**Operating Engineer - Survey Crew - Consulting Engineer** **07/01/2020**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**  
 Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

**WAGES**  
 Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2020  
 Survey Classifications

Party Chief	\$ 45.32
Instrument Man	37.85
Rodman	33.14

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 19.50

**OVERTIME PAY**

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

**Painter**

**07/01/2020**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020

Brush \$ 49.20\*

Abatement/Removal of lead based  
 or lead containing paint on  
 materials to be repainted. 49.20\*

Spray & Scaffold \$ 52.20\*

Fire Escape 52.20\*

Decorator 52.20\*

Paperhanger/Wall Coverer 51.96\*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2020

Paperhanger \$ 30.70

All others 28.81

Premium 32.14\*\*

\*\*Applies only to "All others" category,not paperhanger journeyworker.

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

One ( 1 ) year terms at the following wage rate.

Per hour: 07/01/2020

Appr 1st term... \$ 19.12\*

Appr 2nd term... 24.52\*

Appr 3rd term... 29.72\*

Appr 4th term... 39.75\*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2020

Appr 1st term... \$ 14.32

Appr 2nd term... 17.78

Appr 3rd term... 20.40

Appr 4th term... 25.89

8-NYDC9-B/S

**Painter**

**07/01/2020**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

**WAGES**

Per hour: 07/01/2020  
 Drywall Taper \$ 49.20\*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2020  
 Journeyman \$ 28.81

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages - Per Hour: 07/01/2020

1500 hour terms at the following wage rate:

1st term \$ 19.12\*  
 2nd term 24.52\*  
 3rd term 29.72\*  
 4th term 39.75\*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year \$ 14.32  
 2nd year 17.78  
 3rd year 20.40  
 4th year 25.89

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**07/01/2020**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

ADDITIONAL \$6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10	\$ 20.60	\$ 21.20
	+ 3.15*	+ 3.45*	+ 3.86*
2nd year	\$ 30.15	\$ 30.90	\$ 31.80
	+ 4.73*	+ 5.18*	+ 5.78*
3rd year	\$ 40.20	\$ 41.20	\$ 42.40
	+ 6.30*	+ 6.90*	+ 7.71*
Supplemental Benefits - Per hour:			
1st year	\$ 4.08	\$ 4.36	\$ 4.36
	+ 11.87*	+ 12.00*	+ 12.25*
2nd year	\$ 6.12	\$ 6.54	\$ 6.54
	+ 17.81*	+ 18.01*	+ 18.37*
3rd year	\$ 8.16	\$ 8.72	\$ 8.72
	+ 23.74*	+ 24.02*	+ 24.50*

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**07/01/2020**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2020	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53

Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 38.34
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Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 10.03

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

	07/01/2020	07/01/2021	07/01/2022
1st Term:	\$ 12.04	\$ 12.12	\$ 12.61
2nd Term:	\$ 18.06	\$ 18.19	\$ 19.82
3rd Term:	\$ 24.08	\$ 24.26	\$ 25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03	\$ 10.03

8-1456-LS

**Painter - Metal Polisher**

**07/01/2020**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020

Journeyworker:  
 All classification \$ 9.94

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2020
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

**Plumber**

**07/01/2020**

**JOB DESCRIPTION** Plumber

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

Per hour:

07/01/2020

Plumber and Steamfitter	\$ 57.86
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**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 37.56
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**OVERTIME PAY**

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

OVERTIME:... See on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1)year terms at the following wages:

1st Term	\$ 21.44
2nd Term	24.62
3rd Term	28.42
4th Term	40.61
5th Term	43.58

Supplemental Benefits per hour:

1st term	\$ 15.59
2nd term	17.38
3rd term	20.69
4th term	27.20
5th term	28.82

8-21.1-ST

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**Plumber - HVAC / Service****07/01/2020**

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**JOB DESCRIPTION** Plumber - HVAC / Service**DISTRICT 8****ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2020

HVAC Service	\$ 39.68
	+ \$ 4.32*

\*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2020

Journeyworker HVAC Service	\$ 25.14
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**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

HVAC SERVICE

(1)year terms at the following wages:

07/01/2020				
1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.05	\$ 21.33	\$ 26.66	\$ 32.76	\$ 35.46
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2020

1st term	\$ 19.03
2nd term	20.09
3rd term	21.30
4th term	22.90
5th term	24.07

8-21.1&amp;2-SF/Re/AC

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**Plumber - Jobbing & Alterations****07/01/2020**

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**JOB DESCRIPTION** Plumber - Jobbing & Alterations**DISTRICT 8****ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2020  
Journeyworker: \$ 44.91

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker \$ 31.60

**OVERTIME PAY**

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wages:

1st year \$ 19.52  
2nd year 21.65  
3rd year 23.42  
4th year 32.92  
5th year 34.76

Supplemental Benefits per hour:

1st year \$ 10.21  
2nd year 12.05  
3rd year 15.88  
4th year 21.42  
5th year 23.29

8-21.3-J&A

**Roofer**

**07/01/2020**

**JOB DESCRIPTION** Roofer

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per Hour: 07/01/2020

Roofer/Waterproofer \$ 44.25  
+ \$7.00\*

\* This portion is not subject to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 27.87

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

( 1 ) year term

	1st	2nd	3rd	4th
	\$ 15.49	\$ 22.13	\$ 26.55	\$ 33.19
		+ 3.00*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th
	\$ 3.57	\$ 14.10	\$ 16.85	\$ 20.98

9-8R

**Sheetmetal Worker**

**07/01/2020**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

	07/01/2020
SheetMetal Worker	\$ 46.92

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:  
 10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker	\$ 42.55
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**OVERTIME PAY**

OVERTIME:.. See ( B, E, Q, ) on OVERTIME PAGE.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1st	2nd	3rd	4th	5th	6th	7th	8th
\$17.47	\$19.65	\$ 21.85	\$ 24.03	\$ 26.20	\$ 28.40	\$ 31.06	\$ 33.72

Supplemental Benefits per hour:

**Apprentices**

1st term	\$ 18.31
2nd term	20.60
3rd term	22.88
4th term	25.19
5th term	27.47
6th term	29.75
7th term	31.56
8th term	33.39

8-38

**Sheetmetal Worker**

**07/01/2020**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour:	07/01/2020	8/01/2020
		Additional
Sign Erector	\$ 50.79	\$1.68/Hr.

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2020	8/01/2020
		Additional
Sign Erector	\$ 49.82	\$1.26/Hr.

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Per Hour:  
 6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$13.96	\$15.81	\$17.68	\$19.56	\$27.26	\$29.65	\$32.80	\$35.26	\$37.71	\$40.15

"8/01/2020" Additional \$1.26/Hr.

4-137-SE

**Sprinkler Fitter** **07/01/2020**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour

07/01/2020

Sprinkler Fitter \$ 45.52

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 27.57

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95

1-669.2

**Teamster - Building / Heavy&Highway** **07/01/2020**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

- GROUP C: Low Boy (carrying equipment).
- GROUP D: Fuel Trucks, Tire Trucks.
- GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.
- GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.
- GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.
- GROUP H: Off-road Equipment(under 40 tons), Euclid.
- GROUP HH: Off-road Equipment(under 40 tons) D.J.B.
- GROUP I: Off-road Equipment(under 40 tons) Darts.
- GROUP II: Off-road Equipment(under 40 tons) RXS.

WAGES:(per hour)

07/01/2020

GROUP A	\$ 42.47*
GROUP AA	45.27*
GROUP B	43.09*
GROUP BB	42.59*
GROUP C	45.22*
GROUP D	42.92*
GROUP E	43.47*
GROUP F	44.47*
GROUP G	43.22*
GROUP H	43.84*
GROUP HH	44.22*
GROUP I	43.97*
GROUP II	44.34*

\* To calculate premium wage, subtract \$ .20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.  
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential:NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker

First 40 hours	\$ 33.64
41st-45th hours	15.18
Over 45 hours	0.26

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

**Welder**

**07/01/2020**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2020

Welder: To be paid the same rate of the mechanic performing the work.\*

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

**Westchester County Residential**

**Carpenter - Residential** **07/01/2020**

**JOB DESCRIPTION** Carpenter - Residential **DISTRICT 11**

**ENTIRE COUNTIES**  
 Putnam, Rockland, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: Residential construction consists of those projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) floors in height, town homes, row houses, single family homes, mobile homes, multi-family houses, apartment building of four (4) floors or less and assisted living facilities of four (4) floors or less. Excluding dormitories and student housing. Fours (4) stories shall be above ground level and shall not include the building's basement nor unfinished attic space.

Per hour:	07/01/2020	07/01/2021
		Additional
Carpenter	\$ 29.46	\$ 0.40

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyman	\$ 20.88

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

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE  
 Holidays that fall on Sunday will be observed Monday.

**REGISTERED APPRENTICES**  
 1 year terms at the following wage rates:

Indentured before July 1 2016				
1st	2nd	3rd	4th	
\$ 14.58	\$ 17.02	\$ 19.47	\$ 21.92	
Indentured after July 1 2016				
1st	2nd	3rd	4th	5th
\$ 14.58	\$ 17.02	\$ 18.25	\$ 19.47	\$ 21.92

Supplemental Benefits per hour:

Apprentice all terms	\$ 10.86
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11-279.1r

**Insulator - Heat & Frost - Residential** **07/01/2020**

**JOB DESCRIPTION** Insulator - Heat & Frost - Residential **DISTRICT 8**

**ENTIRE COUNTIES**  
 Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: All residential plumbing, heating and air conditioning and site work in a single-family residence or a single family residential development under one roof, regardless of cost and garden type apartment buildings or developments which do not exceed three stories high.

Per hour:	07/01/2020
Asbestos Worker	\$ 44.78
Apprentices	29.56
Fire Stop Work* Asbestos Worker	29.56

\* Applies on all exclusive Fire Stop Work (when contract is for Fire Stop Work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 29.56

Apprentice 17.52

Fire Stop Work:

Journeyworker 17.52

**OVERTIME PAY**

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

**HOLIDAY**

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

Overtime:... See ( 2, 4, 6, 16, 25 ) on HOLIDAY PAGE.

8-91R

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**Laborer - Residential**

**07/01/2020**

**JOB DESCRIPTION** Laborer - Residential

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: FOR ONE OR TWO STORIES HOUSES, TOWN HOUSES AND RESIDENTAL BUILDINGS UP TO THREE STORIES.

07/01/2020

Laborer \$ 31.60

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 18.15

**OVERTIME PAY**

OVERTIME: See ( B, E, Q, V\* ) on OVERTIME PAGE.

\*Note: For Sundays and Holidays worked, benefits are at the same premium as wages.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

8-235r

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**Sheetmetal Worker - Residential**

**07/01/2020**

**JOB DESCRIPTION** Sheetmetal Worker - Residential

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: HVAC work on single family dwellings, multiple family housing units, apartments and condominium homes where each individual family apartment is individually conditioned by separate and independent unit or system.

Per hour: 07/01/2020

Sheetmetal Worker \$ 32.68

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:  
10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 21.58

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES - Per hour:

(1/2) year terms at the following rates.

1st	2nd	3rd	4th	5th	6th	7th	8th
\$17.10	\$18.71	\$20.33	\$21.88	\$23.82	\$25.58	\$27.61	\$29.33

Supplemental Benefits - Per hour:

1st	\$ 12.74
2nd	13.83
3rd	14.95
4th	16.10
5th	16.88
6th	17.82
7th	18.53
8th	19.51

8-38r

**Sprinkler Fitter - Residential**

**07/01/2020**

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.\*\*\*

Per hour

07/01/2020

Sprinkler Fitter \$ 34.14

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 27.57

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

**HOLIDAY**

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

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

1-669r2

## Overtime Codes

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

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

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

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



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**



Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025

Article 8

DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLET ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024

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DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021

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DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022

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DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022

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DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025

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DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023

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DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLET ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024

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DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		225 MONTAUK HIGHWAY SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		225 MONTAUK HIGHWAY SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	NYC		JOSEPH KLEINPETER		225 MONTAUK HIGHWAY SUITE 219MORICHES NY 11955	04/15/2016	04/15/2021

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**GENERAL CONDITIONS**

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## GENERAL CONDITIONS

Note: The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

### 101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Client and the Contractor.
- b. The term "Local Public Agency" or "Agency" or "Client" or "Owner" means **Village of Pleasantville, New York** which, is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Client to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the site of the **Village of Pleasantville, Clinton Street Center, HVAC and Refrigeration Equipment Upgrades**, within which are the specified contract limits of the work to be performed in whole or in part under this Contract.
- f. The term "Engineer" or "Landscape Architect" means Westchester County **Design Staff**, and Engineer in charge, serving the Client with engineering services, its successor, or any other person or persons, employed by said Client for the purpose of administrating the work embraced in this Contract, the said Engineer acting directly or indirectly through any assistant.
- g. The term "Local Government" or "Municipality" or "City" means the **Village of Pleasantville** within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.
- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of workmanship required, measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- l. The term "Contract Documents" means and shall include the documents listed in Section D, Article 3 (Agreement).
- m. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.

- n. The term "Specifications" or "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of Workmanship required, measurement and payment.
- o. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- p. The term "Bid Due Date" means the date and time set forth in the Instruction to Bidders for the receipt of Bids, or any extension or adjournment of said date and time by the Authority/Company. The rights and obligations of the Bidders pursuant to the pertinent provisions in the Instructions to Bidders shall be effective as of that date and time only.
- q. The term "Work" means the Work and materials specified and the obligations imposed upon the Contractor under the Contract.

## **102. SUPERINTENDENCE BY CONTRACTOR**

- a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Client and the Client's Engineer, for the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work. Should, in the opinion of the Engineer, any language barrier exist between the superintendent and the Engineer, the Contractor will employ a qualified interpreter.
- b. Unless otherwise specified in the SPECIAL CONDITIONS, the Contractor shall lay out its own work including all surveys required and the Contractor shall be responsible for all work executed by him under the Contract. The Contractor shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

## **103. SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted a Non-Collusive Affidavit from the Subcontractor on the form shown in the "Invitation for Bids, Instructions and Forms" and has received written approval of such Subcontractor from the Owner. Unless specifically permitted otherwise, the Contractor shall perform with its own organization and with the assistance of workmen under its immediate superintendence work amounting to not less than 50 percent of the original total Contract value for the project, exclusive of specialty items not commonly found in contracts for similar work or which require highly specialized knowledge, craftsmanship or equipment, not ordinarily available in the organization of contractors performing work of the character embraced in this Contract. Specialty items, if any, shall be specified elsewhere.
- b. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted a "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity" in the form shown in the "Invitation for Bids, Instructions and Forms".
- c. No proposed Subcontractor shall be disapproved by the Client except for cause.
- d. The Contractor shall be as fully responsible to the Client for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him.

e. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.

f. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Client.

#### **104. OTHER CONTRACTS**

The Client reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate its work with theirs.

The Client may award, or may have awarded Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the Client. The Contractor shall not permit or commit any act which will interfere with the performance of work by another Contractor as scheduled.

Wherever work being done by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Client, to secure the completion of the various portions of the work in general harmony.

#### **105. FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or materialmen engaged upon this Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at its own expense, effect all cutting, fitting, or patching of its work required to make the same conform to the Contract Drawings and Specifications and, except with the consent of the Client, not to cut or otherwise alter the work of any other Contractor.

#### **106. MUTUAL RESPONSIBILITY OF CONTRACTOR**

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Client on account of any damage alleged to have been so sustained, the Client will notify the Contractor, who shall defend at its own expense any suit based upon such claim, and, in any judgment or claims against the Client shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Client.

#### **107. PROGRESS SCHEDULE**

The Contractor shall (unless a Pre-Award Progress Schedule has been submitted and approved) submit within five (5) calendar days after execution of the Agreement, a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications and the SPECIAL CONDITIONS (PROGRESS SCHEDULE) if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- 1) The project name, number, (if any) and geographic location.
- 2) The contract time, contract beginning date, ending date and periods of shutdown, if any.
- 3) A listing of all items of work with the estimated contract cost, percentage of the total contract and periods of activity noted for each segment of the project.
- 4) The total estimated contract cost for each segment of the work and its percentage of the total contract.
- 5) The schedule will generally be set up along the following guidelines unless otherwise stated in the SPECIAL CONDITIONS under "PROGRESS SCHEDULE":
  - a. From intersection to intersection along a street or from station to station along the project. This will apply in street construction, utility construction or other LINEAR projects.)
  - b. By floor and/or room and trade. (This will generally apply in structures.)
  - c. For large area projects such as site work by SUB-AREA.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Engineer. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Engineer.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used. If the SPECIAL CONDITIONS include a "SEQUENCE OF OPERATIONS" and/or "WORK BY OTHERS", all operations referred to therein, together with any and all other operations critical to the timing of this project, shall be included in, proper sequence in the Progress Schedule.

## **108. PAYMENTS TO CONTRACTOR**

### **1. Partial Payments**

a. The Contractor shall prepare its requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for its approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting five percent (5%) of the total amount, to be retained until final payment. The total value of work completed to date shall be based on the in-field measurements & estimated quantities of work completed and on the unit prices contained in the Agreement. The value of materials properly stored on the site shall be based on the estimated quantities of such materials and the invoice prices as evidenced by a supplier's receipted invoice. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Client to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and it shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Client to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Client in all details.

### **2. Final Payment**

a. After final inspection and acceptance by the Client and approval of Engineer of all work under the Contract, the Contractor shall prepare its requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to its furnishing the Client with a release in satisfactory form of all claims against the Client arising under and by virtue of its Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.

b. The Client, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Client deems the same necessary in order to protect its interest. The Client, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Client under the section entitled "LIQUIDATED DAMAGES" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

### 3. Withholding Payments

The Client may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Client and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Client and will not require the Client to determine or adjust any claims or disputes between the Contractor and its Subcontractors or material dealers, or to withhold any monies for their protection unless the Client elects to do so. The failure or refusal of the Client to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

### 4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Client shall be made subject to submission by the Contractor of all written certifications required of him and its Subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

## **109. CHANGES IN THE WORK**

a. The Client may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract. Any change order requires written approval from Westchester County and the Division.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Client authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

c. The Contractor agrees to perform any of the aforementioned changed Work, along with all other required Work found under the Contract, without delay and in accordance with good construction practices.

d. These changes outlined above may be made without relieving or releasing the Contractor from any of its obligations under the Contract provisions, and without affecting the validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds. All such Work shall be executed under the terms of the original Contract unless it is provided otherwise.

e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.

f. If applicable unit prices are contained in the Contract (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the Work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. However, if the quantities are more than 125% of the estimated amount, then the following paragraph shall apply.

g. If applicable unit prices are not contained in the Agreement or the actual quantities exceed 125% of the estimated amount, the Client shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from it covering the Work involved in the change after which the procedure shall be as follows:

1. If the change in the Work involves additional Work, the procedure shall be as follows:

a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance herewith for acceptance by the Contractor; or

b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Client may order the Contractor to proceed with the Work on a Cost-Plus-Limited Basis. A Cost-Plus-Limited Basis is defined as the net cost of the Work to the Contractor plus an allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified amount. The following allowances for overhead and profit are hereby established as reasonable and shall apply:

i.) Fifteen percent (15%) of the net cost of all labor furnished by the Contractor. For all labor the Contractor shall receive the rate of wage actually paid as shown by its certified payroll, which shall be at least the minimum rate established by the Contract Documents. For all foremen in direct charge of the Work, the Contractor shall receive the actual wage paid the foremen, as shown on its certified payroll. No part of the salary or expense of anyone above the grade of foreman and having general supervision of the Work will be included in the labor item.

ii). For the cost of all insurance and taxes imposed by law on labor employed on the Work, the Contractor shall receive the actual amount paid.

iii). Fifteen percent (15%) of the net cost of all materials used by the Contractor, less any allowable cash discounts, delivered on the Work, including delivery charges as shown by original receipted bills.

iv). Rental rates for any power operated machinery, trucks or equipment, which may be found necessary to use on Cost-Plus-Limited Work shall be negotiated between the Engineer and the Contractor. These rates shall be reasonable and shall be based on those rental rates prevailing in the area where such Work is to be done, and they shall be agreed upon in writing before the Work is begun. In no case shall the rental

rates exceed the rates set up in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment." Those rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators and oilers (tenders) shall be paid as stated herein above for labor.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, the price agreed upon shall be the total compensation allowed for use of such equipment.

2. If the change in the Work requires a reduction in the Work involved, the procedure shall be as follows:

a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance therewith for acceptance by the Contractor; or

b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit.

The Client may then order the Contractor to proceed with the Work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, the Contractor may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS, ARBITRATION AND LITIGATION.

3. Each Change Order shall include in its final form:

a.) A detailed description of the change in the Work.

b.) The Contractor's proposal (if any) or a confirmed copy thereof.

c.) A definite statement as to the resulting change in the Contract price and/or time.

d.) The statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

4. Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents will be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner.

## **110. CHANGES IN SUBSURFACE CONDITIONS**

In the event the Contractor shall, during the process of the work, encounter subsurface conditions (other than seasonal variations) which materially differ from those shown on or implied by the Contract Drawings or Specifications, and if said conditions could not reasonably have been

foreseen by an inspection of the site prior to the Bid, and, further, if these changed subsurface conditions cause a loss to the Contractor, the Contractor shall be entitled to submit a request for additional compensation in accordance with "Claims for Extra Cost" of the General Conditions. The Contractor shall not be entitled to submit a request for additional compensation for changed subsurface conditions which vary seasonally, including but not limited to groundwater rise and fall, freezing/frost, etc.

Notice of the changed condition must be given to the Client and its Engineer as soon as the event occurs, so that the Client will have an opportunity to investigate the same and make any alteration which, in the sole discretion of the Client may be necessary. Such notice is a material condition which must be adhered to by the Contractor.

Prior to the Engineer or Client giving any consideration to the Contractor's request for additional compensation, the Contractor shall be obligated to submit a detailed description of the change.

The Engineer shall investigate the facts and shall notify the Client whether the conditions are or are not materially different from those shown or implied by the Contract Drawings or Specifications. The Client shall then notify the Contractor of its decision.

In the event of a favorable decision by the Client the Contractor shall be entitled to additional compensation and the amount of the additional compensation shall be determined in accordance with the provisions of the GENERAL CONDITIONS, CHANGES IN THE WORK.

In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

#### **111. CLAIMS FOR EXTRA COST**

a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS, shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.

b. As soon as practicable after the final submission of all information the Client shall make a determination of any claim. Said decision of the Client shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Client shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Client fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. There shall be no added compensation paid for delay to the Contractor unless the Client causes said delay by a material breach of this Contract and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one-half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.

d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified

survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

e. If, on the basis of the available evidence, the Client determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections- "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS, PART I.

f. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

## **112. TERMINATION; DELAYS AND EXTENSIONS: LIQUIDATED DAMAGES**

1. Termination of Contract. For its own convenience the Client may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Client will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Client may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Client, the Client shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate charges of the Client against the Contractor:

- a. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or re-sale of materials ordered; and
- b. A mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work completed and in place, in accordance with the Contract Drawings and Specifications, to the date of termination. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Client may give notice in writing to the Contractor and its Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- a. Failure to begin the work under the Contract within the time specified.
- b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- c. Unsuitable performance of the work or failure to perform new such work as shall be rejected as defective and unsuitable.
- d. Neglecting or refusing to remove material rejected as defective and unsuitable.
- e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
- f. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).

- g. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
- h. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
- i. Making any assignment for the benefit of creditors.
- j. Violating any covenants contained in the Contract Documents.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Client, the Client may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Client may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Client together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, than the Contractor and the Surety shall be liable and shall pay to the Client the amount of said excess.

2. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- a. To any acts of the Government, including equipment, tools, or by labor by reason of war, National Defense or any other national emergency.
- b. To any acts of the Client, its Engineer or Agents; or injunction or litigation against said Client.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Client, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- d. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "b".

Provided, however, that the Contractor promptly notify the Client within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Client shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Client shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Client by reason of any delay.

3. Liquidated Damage for Delay If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION/NOTICE TO PROCEED under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Client as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and its sureties shall be liable to the Client for the amount thereof.

#### **113. ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the client provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Client.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

#### **114. ENGINEER'S AUTHORITY**

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

#### **115. TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in the Contract Drawings or Technical Specifications, the matter shall be immediately submitted to the Client without whose decision, said discrepancy, shall not be adjusted by the Contractor. If said discrepancy is adjusted by Contractor without Client consent, it shall be at Contractor's own risk and expense.

#### **116. SHOP DRAWINGS**

a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in six (6) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Four (4) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be the size of the Contract Drawings. All shop drawings, etc. and/or printed matte submitted shall be properly identified by project and specific application with reference to Contract Drawing number and specification items.

b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at its own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of its failure in this respect. See also "Shop Drawing Schedule" if one is listed in the Special Conditions.

c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

d. **Any shop drawings, etc., submitted without the Contractor's stamp of approval will not be considered and will be returned to the Contractor for proper resubmission.** By approving and submitting shop drawings, etc., the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that it has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.

e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in its letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.

f. After review, the submittals will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit" or "Rejected - See Remarks." Three (3) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the Contractor for its use and distribution to its suppliers and/or Subcontractors. In the case of those stamped "Amend and Resubmit" or "Rejected - See Remarks," two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit six (6) prints.

g. In any submission which is noted as "No Exceptions Taken" or "Make Corrections Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from its responsibility for compliance with the Contract Drawings and Specifications.

h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.

j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Client with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.

There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost there of shall be considered as included in the general cost of the work.

#### **117. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Client for any additional information not already in its possession which should be furnished by the Client under the terms of this Contract, and which it will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

#### **118. MATERIALS AND WORKMANSHIP**

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.

c. The Contractor shall furnish to the Client for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. (See Section - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

e. Materials specified by reference to the number or symbol of a specific standard, such as an American Society for Testing Materials Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in its opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.

g. The Client may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist.

h. In the event the materials furnished or the work deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Client constitutes substantial performance, the Client may accept the same. Should the deviation in question result in a savings to the Contractor, the Client will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor the Client will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

### **119. SAMPLES, CERTIFICATES AND TESTS**

a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

b. Samples: Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. The Contractor shall provide means and assist in the verification of all scales, measures and other devices which it operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Client, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

c. Certified Test Report: A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and Specifications, and shall also include the following information:

- (1) Item number and description of material
- (2) Date of manufacture
- (3) Date of testing
- (4) Name of organization to whom the material signed
- (5) Quantity of material represented, such as batch, lot, group, etc
- (6) Means of identifying the consignment, such as label, marking, lot number, etc
- (7) Date and method of shipment and

(8) Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

d. Materials Certificate. A materials certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and Specifications, The document shall also include the following information:

- (1) Project to which the material is consigned.
- (2) Name of Contractor to whom material is supplied.
- (3) Item number and description of material.
- (4) Quantity of material represented by the certificate.
- (5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
- (6) Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

e. Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment by the previously submitted certified test report and materials certificate, have been installed in the work and that they conform to all the requirements of the Contract Drawings and Specifications. The following information shall also be required on the document:

- (1) Project number.
- (2) Item number and description of material.
- (3) Quantity represented by the certificate.
- (4) Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

f. Tests. Tests as required by the Specifications will be made in accordance with the latest revision to the Standard Method of American Association of State Highway Officials or the American Society for Testing and Materials in effect at the time of bidding, unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Engineer whenever, in its judgment, they fail to meet the requirements of the specifications.

The Client reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

g. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Client's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and particle limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

h. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follow:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer and the Client shall pay all other testing costs of said samples.
- (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

## **120. PERMITS AND CODES**

a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local bylaws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Client and all of its representatives, against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or its employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Client. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Client will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Client, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. Unless otherwise specified, the Contractor shall at its own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for street pavements, sidewalks, sheds, removal of

abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits, etc., required by the regulatory body or any of its agencies.

c. The Contractor shall comply with applicable Local/State/ Federal laws, ordinances, codes, etc., governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

## **121. CARE OF WORK**

a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Client.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

b. The Contractor shall at its sole expense and without any additional cost to the Client provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Client, is authorized to act at its discretion to prevent such threaten loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Client. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Client as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.

d. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Client, the Local Government, and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and front all loss or expense and all damages for which the Client, the local Government and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

## **122. ACCIDENT PREVENTION**

a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/ or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of its prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Client may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under this Contract in accordance with the requirements of the applicable State/Local/ Federal regulations. The Contractor shall promptly furnish the Client with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Client, Local Government and the Engineer from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have been suffered, by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

### **123. SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/ sanitary regulations.

### **124. USE OF PREMISES**

a. The Contractor shall confine its equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Client, and shall not unreasonably encumber the site or public rights of way with its materials and construction equipment.

b. The Contractor shall comply with all instructions of the Client, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

c. See also PARTIAL USE OF IMPROVEMENTS of the SPECIAL CONDITIONS.

### **125. REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public

rights of way reasonably clear. Upon completion of the work, prior to final inspection, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Client and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

## **126. INSPECTION/ACCEPTANCE OF THE WORK**

a. All materials and workmanship shall be subject to inspection, examination or test by the Client and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Client or Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Client may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Client.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Client or Engineer will be performed in such manner as not to delay the work unnecessarily and shall be made as required by the Technical Specifications.

c. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer (such as a testing organization designated by the Client, of the date fixed for such inspection. If any work, should be covered up without approval or consent of the Engineer, the Contractor must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer or Client, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the Client or Engineer.

Should it be considered necessary or advisable by the Engineer or Client at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective due to the fault of the Contractor or its Subcontractors, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, payment under the provisions of the GENERAL SPECIFICATIONS, CHANGES IN THE WORK, shall be allowed the Contractor and it shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment,

whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Client or its agents shall relieve the Contractor or its sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### **127. REVIEW BY CLIENT**

The Client, its authorized representatives and agents and the HUD Representative for the Administrator (as defined under GENERAL CONDITIONS) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Client through its authorized representatives or agents.

#### **128. FINAL INSPECTION**

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Client in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Client having charge of inspection. If the Client determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Federal Agency(HUD), other Governmental Agencies, and representatives of each department of the Local Government having in charge improvements of like character when such improvements are later to be accepted by the Local Government.

#### **129. DEDUCTIONS FOR UNCORRECTED WORK**

If the Client deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Client and subject to settlement, in case of dispute, as herein provided.

#### **130. INSURANCE**

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

#### **131. PATENTS**

The Contractor shall hold and save the Client and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Client, unless otherwise specifically stipulated in the Technical Specifications.

### **132. WARRANTY OF TITLE**

No material, supplies or equipment incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Client free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Client. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### **133. GENERAL GUARANTEE**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Client or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twenty-four (24) months from the date of final acceptance of the work. The Client will give notice of defective materials and work with reasonable promptness.

### **134. ARBITRATION AND LITIGATION**

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall at the option of the Client be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The Client shall exercise its option to arbitrate concurrent with the rendering of its final decision on the claim. Should it fail to render a final decision within the prescribed time or fail to exercise its option, the claim will be determined in accordance with the Rules of the American Arbitration Association as herein, before stated.

### **135. RISK OF LOSS**

The Client assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

### **136. REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

### **137. CORRECTIONS**

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and Specifications, or any disagreement in measurements upon the Contract Drawings' must be submitted to the Engineer before construction of the work.

### **138. SAFETY PROVISIONS**

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

The Contractor shall employ watchmen on the work as necessary and shall erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of sunset and sunrise, and during periods of low visibility.

If at any time in the opinion of the Engineer, the work is not properly lighted, barricaded and in all respects safe, both in respect to public travel or adjacent property, public or private, and if under such circumstances the Contractor does not or cannot immediately put the same into proper and approved condition, or if the Contractor or its representative is not upon the ground so that it can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in its opinion, in all respects safe and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Engineer. Such action of the Engineer, or its failure to take such action shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this section.

### **139. TIME OF WORK**

Unless otherwise especially permitted, work shall be done only during the hours of 8:00 am and 4:00 pm daily, Monday through Friday. No work shall be done during nights, except as necessary for the protection of the public and the proper care of work already performed. If it shall become imperative to perform new work beyond the time limits stipulated above, the Owner shall be informed a reasonable time in advance of the beginning of such work. The Engineer must be present and the Contractor shall bear the costs for their inspection. The Contractor shall obey all local ordinances and shall obtain any waiver necessary for working beyond the limits specified and shall perform required neighborhood notifications. Should the contractor elect to work Saturdays, the Contractor shall bear the costs for inspection and Municipal employee's time at the site if necessary.

Only with the prior approval of the Engineer shall night work or work on Sundays or legal holidays requiring the presence of the Engineer be permitted except for emergencies or as specified elsewhere. Should night work be permitted or required, the lighting and other facilities which are necessary for performing such work must be provided by the Contractor and comply with the applicable safety codes.

#### **140. OBSTRUCTIONS ENCOUNTERED**

In addition to showing the construction under this Contract, the drawings show certain information obtained by the Client regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Client and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information except as provided under the Sections CHANGES IN SUBSURFACE CONDITIONS and EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS. It is specifically called to the Contractor's attention that all services, laterals, etc., are not shown on the Contract drawings and it shall be its responsibility to locate and protect the same; see paragraph 26 of the Special Conditions Section. The information which is shown is only for the convenience of the Contractor, who must verify this information to its own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of its obligations to support and protect all existing utilities, structures and fixtures which may be encountered during the construction of the work, except as provided in the Section EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS..

#### **141. EXISTING UTILITIES, STRUCTURES AND FIXTURES**

The contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the Municipality does not guarantee their locations even though the information will be from the best available sources.

The contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Should it become necessary for the Contractor to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (Not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture, such removal or relocation will be paid for in accordance with the provisions for CHANGES IN THE WORK of the GENERAL CONDITIONS. Should said utilities, structures or other fixtures be removed or relocated by the Owner or the respective utility companies at no cost to the Contractor, no payment will be made therefore.

Prior to any removal or relocation of existing facilities, structures or fixtures, the Contractor shall notify the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the owners of the same to properly care for them.

Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

If the Contractor desires temporary changes of location for its convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, the Contractor shall satisfy the Engineer and Client that the proposed relocation does not interfere with its or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make its own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

#### **142. CONTROL OF EXISTING FLOWS**

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing its flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on its work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for its operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

#### **143. SEWAGE, SURFACE, GROUNDWATER AND FLOOD FLOWS**

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

The Contractor shall employ such feasible and practical methods in its operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond or bog, etc. without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the Contractor shall ensure that no solids, debris, suspended soil particles, impurities or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from its disposal methods and any necessary measures (such as but not limited to cleanup) required to return the system to preconstruction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

#### **144. CONNECTING TO EXISTING WORK**

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, the Contractor shall make the necessary pipe line, roadway and other connections at the several points in order that on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

#### **145. EXISTING IMPROVEMENTS**

The Contractor shall conduct its work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by its operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation or construction near the same.

The various utility companies have been made aware of the pending construction and are generally familiar with the locations of conflicts in the case of the proposed construction. The various utility companies will make all adjustments to their own lines except where otherwise shown on the Contract Drawings or specified. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan its work so that least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference due to negligence on the part of the Contractor. The Contractor shall support all utility lines uncovered during excavation.

#### **146. ACCESS TO SITE**

The Contractor shall make every effort to minimize damage to all access routes, and the Contractor shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from public streets or rights-of-way and for securing additional access rights thereto.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Local Government and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of its operation.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges than the space provided by the Client for purposes incidental to the performance of the Contract, the Contractor shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Client and/or **Village of Pleasantville** will arise therefrom. The Client and/or **Village of Pleasantville** shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Client and/or Local Government and others for any and all losses, damage or expense which the Client and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Client to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Client may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Client and/or Local Government against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc. provided by the Client.

#### **147. ACCESS TO ADJACENT PROPERTIES**

The Contractor shall at all times maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under the Contract, the Contractor shall, at its sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Engineer.

#### **148. USE OF ROADWAYS**

During the progress of the work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Client from any expense whatsoever due to its operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of its work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Roadway intersections may be blocked but one-half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public and to provide access to private driveways. In the event of the Contractor's failure to comply with these provisions, the Client may cause the same to be done, and will deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Client or at its insistence shall serve in no way to release the Contractor from its general or particular liability for the safety of the public or the work.

#### **149. SNOW REMOVAL**

If the Contractor's operations or occupancy of any public street or highway, or the rough surfaces over any trench or area being maintained by the Contractor, shall interfere with the removal or plowing of snow or ice by the public authorities or land owners. or sanding of icy surfaces, in the ordinary manner with regular highway equipment, then the Contractor shall perform such services for the said public authorities or owners without charge; or failing to do so, shall reimburse the said authorities, Client for any additional cost to them for doing such work occasioned by the conditions arising from the Contractor's operations, occupancy or trench surfaces, together with any damage to the equipment of said parties by those conditions, or

claims of any party for damage or injury or loss by reason of failure to remove snow or ice or to sand the icy spots under those conditions.

#### **150. WEATHER CONDITIONS/WORK IN FREEZING WEATHER**

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

#### **151. INTOXICATING LIQUORS**

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this Contract or upon any of the grounds occupied by him or by its employees.

#### **152. BLASTING**

If explosives are used, all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with and all necessary permits and licenses obtained by the Contractor at its expense. Permits and licenses must be shown to the Engineer on request.

Explosives must be carefully transported, stored, handled and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separate from other explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premise. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot, the location, amount of holes, depth, spacing, amount of explosive per hole, number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.

Explosives shall be such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work.

The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground. Adequate warning shall be given to all persons in the vicinity before any blast is discharged.

When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.

The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation, and if so ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

The Contractor shall notify each public utility or others having structures in proximity to the site, and others who may be affected, of its intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not in any way relieve the Contractor of responsibility for any damage resulting from its blasting operations.

When in sufficiently close proximity to existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility.

No explosives shall be brought into, stored or used on the site of any job by the Contractor unless and until the Contractor shall have furnished the Engineer with a satisfactory certificate of insurance showing that the risks arising from the presence of and use of explosives and from blasting are included within the insurance provided by the Contractor to secure its obligations to the Owner. Insurance should also cover damage to any underground utilities or other underground facilities.

### **153. INDEMNITY CLAUSE**

The Contractor (and its Subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto; shall relieve the Owner, the **Village of Pleasantville**, the Engineers and their employees, officers and agents from liability for consequent damages arising out of work performed under this Contract including delay, loss of business, damages to life or property caused as a result of damage, injury or other action by the Contractor (or its Subcontractors), direct or indirect; and shall indemnify and save harmless the Owner, the **Village of Pleasantville**, the Engineers, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from noncompliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in performance of the work, or by on account of any direct or indirect act or omission of the Contractor (or its Subcontractors) or its employees or agents, and

whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Client, **Village of Pleasantville** or Engineer may have directly or indirectly caused or contributed thereto.

#### **154. DISPUTES**

a. All disputes between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute delay the work under this Contract.

b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form, the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. Each decision by the Client will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to its last known address.

d. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provision of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that it is proceeding with the work under protest and it may then accept the matter in question from the final release.

**SECTION K**

**GENERAL SPECIFICATIONS - SPECIAL CONDITIONS**

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## SPECIAL CONDITIONS

### 1. PROJECT SITE/DESCRIPTION OF WORK

The location of the Clinton Street Center is in the Village of Pleasantville, one block south of Bedford Road, between Wheeler Avenue and Tompkins Avenue.

The scope of work for this project involves the replacement of two (2) existing Packaged Rooftop Units (RTU) with economizer and replacement of one (1) existing condensing unit for the existing walk-in freezer. Specifically, the existing units will be removed and disposed of and new units furnished and installed by crane operations as there is limited access to the rooftop. The Contractor will provide all needed and necessary ancillary work items needed to make these units fully functional and operate efficiently with the existing HVAC systems and Walk-in Freezer.

### 2. TIME FOR COMPLETION/NOTICE TO PROCEED

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed within 60 consecutive calendar days thereafter or as modified in accordance with the GENERAL CONDITIONS.

The Contractor will be bound to the performance of the Contract when given a Notice to Proceed with the work no later than 10 calendar days after the date of the execution of the Contract by the Contractor.

When the Contractor is not given a Notice to Proceed with the work within the aforementioned **10 DAY PERIOD**, the Contractor may elect to void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Owner. Such avoidance shall be effective upon actual receipt by the Owner, prior to the mailing or actual delivery of any Notice to Proceed. In the event of the Owner's failure to issue a Notice to Proceed, the Contractor's sole remedy shall be the avoidance of the Contract as set forth and the Owner will not be liable to the Contractor for any claims or losses including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

### 3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Client the sum of FOUR HUNDRED DOLLARS (\$400.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

### 4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

### 5. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Client shall, unless otherwise specified in writing to the Contractor, be delivered to the Municipal Manager/Administrator at the address shown on the cover of this bid document, and any notice to or demand upon the Client shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Client at such address, or to such other representatives of the Client or to such other address as the Client may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

## 6. SIGNS

a. Project signs will not be required unless the Item "Project Signs" appears in the Technical Specifications.

b. Subject to prior approval of the Client as to size, design, type and location and to local regulations, the Contractor and his Subcontractors may erect temporary signs for purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property.

## 7. CONTRACT DOCUMENTS AND DRAWINGS

The Client will furnish the Contractor without charge FIVE (5) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

## 8. JOB OFFICES - None Required

## 9. PARTIAL USE OF IMPROVEMENTS

The Client at his election, may give notice to the Contractor and place in use those sections of the work which have been completed, inspected and can be accepted as complying with the Contract Documents and if in its opinion each such option it reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section - GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

## 10. RAILROAD CROSSINGS

a. Where railroad crossings occur, the Contractor shall provide the railroad with all data on how he intends to perform the Work, shall obtain all approvals and permits, and shall complete such Work in strict compliance with railroad requirements.

## 11. MAINTENANCE OF ACCESS PROTECTION OF PUBLIC AND UTILITIES

a. Interference with Utilities: The Contractor shall not make connections to existing water mains, operate valves, or otherwise interfere with the operation of existing water distribution system until he has given seventy-two (72) hours notice to the affected owner and secured his approval of the proposed action. The Contractor shall notify gas, electric, and telephone companies, and all other utility companies having facilities which are subject to interference, at least 72 hours in advance of the time he proposes to perform Work in the area so that they may take such precautions as they deem necessary to protect their properties. Contractor shall be responsible for calling a code 53 prior to commencement of work.

b. Protection of the Public: When necessary to close a street temporarily, detours shall be provided, and these shall be plainly and adequately marked. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the Work. No additional compensation will be allowed for traffic control; all costs thereof shall be included in the lump sum and unit prices bid for the Work.

c. Maintenance of Access: The Contractor at all times shall maintain streets and thoroughfares in such condition as to provide ready access to business establishments and private dwellings.

Where necessary, suitable bridges shall be constructed over trenches for pedestrians and vehicular traffic. All such temporary structures shall be safe in all respects, and shall comply with OSHA regulations. The Contractor shall be liable for any damages or injuries resulting from his Work. The Contractor shall ascertain the evenings on which business establishments are open in the section where Work under this Contract is being performed, and he shall clean up and prepare the business section for the usual activities on those evenings.

## 12. TEMPORARY LIGHT, POWER, HEAT AND WATER

a. The Contractor shall provide all wiring, piping, metering equipment, fixtures, current, fuel, etc., for temporary light, power, heat and water required for the construction Work, and shall operate and maintain same at his own expense.

b. All wiring for electrical light and power shall be installed and maintained in a first-class manner, as ordered or approved, and securely fastened in place at all points. Unless otherwise authorized, circuits separate from lighting circuits shall be used for all power purposes. Electric light and power lines shall be kept as far as is practicable from telephone or signal wires and from wires for firing blasts. Special precautions shall be taken to avoid short circuits in any part of the wiring system. All wiring and conduits shall be removed when directed, on or before the completion of the Work of this Contract.

c. If, in the opinion of the Engineer, the temporary facilities provided by the Contractor are inadequate, the Contractor will not be permitted to proceed with any portion of the Work thereby affected.

d. The Contractor shall provide, at his own expense, the water supply necessary for drinking purposes, and all water required for the performance of the Work.

## 13. UNFORESEEN DIFFICULTIES

a. The Contractor shall bear all losses arising out of the nature of the Work to be performed under this Contract, or resulting from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the Work, or from the action of the elements, or from encumbrances on the site of the Work.

#### 14. PHOTOGRAPHS OF PROJECT

a. The Contractor shall furnish photographs in the number, type and stage as enumerated below:

(1). All facades and site features located within the contract limit line prior to commencement of construction.

(2). All facades and site features located within the contract limit line, at project completion.

(3). One (1) photograph of each easement and generally at special construction, sidewalk, sewer construction and as directed by the Engineer, taken prior to, and upon completion of construction. Photographs shall comprise a minimum total of fifty 3" x 5" color, glossy prints.

(4). In addition, the Contractor shall furnish photographs taken prior to commencement of construction along all State, County and Local roads, and at such other points as may be designated by the Engineer.

#### 15. MAINTENANCE OF TRAFFIC

a. The Contractor shall cause as little inconvenience to traffic as is possible, and effort shall be made to preserve at least one-way traffic on all streets at all times.

b. The handling of traffic on State and County Highways shall be with the approval of and in accordance with the requirements of the New York State Department of Transportation in the case of State Highways, and Westchester County Highway Department in the case of County highways. The Contractor shall consult with the Chief of Police, with the Chief of the Fire Department, and with the Highways Superintendent to ascertain requirements with respect to Village and Village Roads and the directions of these officials are to be fully complied with in all details. All necessary permits for the Work shall be obtained and paid for by the Contractor. No additional payments will be made for maintenance and control of traffic.

#### 16. WORK IN STATE OR COUNTY ROADS

a. Where sewer lines traverse or cross roads which are under the jurisdiction of the State or County, the Contractor shall post bonds and shall obtain all necessary permits and assume the costs in connection with the bonds and departmental supervision.

#### 17. INSURANCE

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

#### 18. LAYOUT OF WORK

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price(s).

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and safe guarding of all control points and bench marks set by the Engineer and his own forces. Any replacement or re-establishment of control points or bench marks by the Engineer, shall be at the expense of the Contractor.

The required horizontal and vertical control necessary to perform this work will be supplied by the Engineer at a later date.

#### 19. WORK BY OTHERS

Private utilities, Contractors, Developers or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not so listed, shall be determined by the Contractor. When two or more contractors are working in the vicinity simultaneously the contractor shall conduct his work harmoniously with the requirements of the other contractors and shall not interfere with or delay their work.

It shall be the responsibility of the Contractor to coordinate his work under this Contract with the work being done by others in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Owner, Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute and acceptance of the other contractors works as fit and proper to receive his work, except as to defects which may develop in the other separate contractors work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Municipality or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, see General Condition hereof, Section 134, Arbitration and Litigation.

#### 20. SCHEDULE OF DRAWINGS

No drawings are included in this bid document

## 21. CONTRACTOR'S WORK AND STORAGE AREA

Approved areas within the Project Boundary are available for use by the Contractor, for work, storage of equipment, materials and trailers during the period of this Contract. The Contractor shall contact the Client to determine if any specific locations will be designated or gain their approval prior to using any other areas. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials except as otherwise specified and restore the site to its original condition as approved by the Engineer and at no cost to the Client.

## 22. "OR EQUAL" CLAUSE

UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., the intent is to establish a standard. Any material, article, or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the engineer, of equal substance and function. Furthermore; the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment will be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense, make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the Owner for the engineering service.

## 23. TEMPORARY WATER MAIN SHUTDOWN

All work which requires an existing water main to be shut down temporarily shall be so scheduled and so executed to keep public inconvenience to an absolute minimum. The Contractor is hereby alerted to the fact that this shall require some work to be performed during unusual hours. Also, once an existing water main is shut down to allow reconnection to a new main, work shall continue diligently, without interruption, until the existing main can be returned to service. There shall be no separate payment for performing the above work but all cost incidental thereto are considered to be included in the various prices bid under this Contract.

## 24. RECORD DRAWINGS

Record Drawings will be made by the Contractor. The Contractor will be required to perform any necessary field measurements and provide reproducible record drawings.

## 25. GROUNDWATER AND WATER

The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing groundwater or water from any other source, from trenches, tunnels and other parts of the work and for preventing the trench slopes from sliding or caving. He shall sufficiently dewater all trenches, tunnels, or other excavations to completely dry out and solidify the bottom of the trench to whatever depth is necessary below said bottom of the trench to provide a firm, solid, completely dry bottom on which to place foundation material, lay pipe or build a structure.

It is expressly understood that the Engineer or Owner is not responsible for any flooding, high-water tables, underground water or any other water problems which may be encountered on any portion of the work called for under this Contract and that the Contractor must include all anticipated costs for dewatering all excavations in the price(s) bid under this Contract.

26. CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES.

The Contractor's attention is directed to the State of New York, Department of Public Service code 16 NYCRR Park 753-"Protection of Underground Facilities," call 1-800-962-7962 before digging.

Information regarding this law can be found at [www.digsafelynewyork.com](http://www.digsafelynewyork.com)

27. COMPLIANCE WITH AIR AND WATER ACTS

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the following requirements shall be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Contract:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
- (3) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

28. GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to including but not limited to the following:

This Contract is made subject to the provisions of Section 103-a of the General Municipal Law of the State of New York, effective July 1, 1959, which section is as follows:

103-a. Grounds for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine this under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership or corporation of which he is member, partner, director or officer shall be disqualified from after selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that.

Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director officer may be canceled or terminated by the municipal corporation or the district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal, corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

The Contractor's attention is also directed to the requirement of the General Business Law and amended NYS Industrial Code Rule #23 NYS Department of Labor, Board of Standards and Appeals. The general Business Law requires that a Contractor give the utility concerned 72 hours written notice in advance of any of his construction or blasting near gas facilities. Industrial Code Rule #23 requires that a Contractor give the utility concerned 24 hours notice before commencing any construction near an overhead or underground electric facility.

29.DAMAGES , VANDALISM AND GRAFFITI

The Contractor is hereby advised that until final inspection, approval and acceptance of all newly Constructed work including but not limited to the construction of new sidewalk, driveway aprons, pedestrian ramps, catch basin lids, concrete and stone curbing, asphalt and/ or right-of-way restorations; he shall remain entirely responsible for maintaining and protecting such work from all forms of damages and vandalism and graffiti

Should any damage, vandalism or graffiti occur before final acceptance of the work by the Village The Contractor shall correct, repair or replace any defected work under the direction of the Superintendent of highways and / or the Village Engineer at his own expense with no additional cost to the Village. The Village of Mamaroneck reserves the rights to withhold payment of contractual work for which damages, vandalism and or/ Graffiti has taken place until such a time

whereas said defected work has been corrected by the Contractor to the Village's satisfaction.

### 30. EXISTING UTILITIES; UTILITIES SERVICE

Obstructions other than those as shown of the contract drawings may be encountered. The contractor shall understand that the Owner is not responsible for correctness or sufficiency of the information given and that he shall have no claim for relief from any obligation or responsibility under the contract because the extend, location, size, or character of any pipe, conduit, cable or other underground structure is incorrectly shown or has been omitted from the Contract Drawings. The Contractor shall notify all utility companies and authorities having buried utility service in the project area and file certificate of same with the Engineer prior to beginning work.

The Contractor shall maintain service in main lines and service connections for all utilities encountered, regardless of the type of utility or the arrangements necessary to maintain service. Water lines and service connections exposed during cold weather shall be protected against freezing. Service connections may be cut only by permission of the Owner of the utility, and a temporary connection shall be installed immediately. The Contractor shall notify all utility customers before interrupting their service. A permanent, first-class replacement of the cutout portion of the service connections shall be installed and inspected by the owner of the utility before backfilling.

The Contractor shall protect all utilities and subsurface structures encountered in the work. Because he may encounter some utilities and subsurface structures not shown on the Contract Drawings, the Contractor shall proceed with caution in executing his work. Insofar as is feasible, the contractor shall not disturb existing utilities but shall support and sustain them. The contractor shall repair all damage to any utilities and pay all cost of protecting them and replacing them as necessary including service connections encountered in the course of the work, regardless of character, function, conditions, size, location, material, construction, ownership, or interference with the alignment of pipeline to be built, whether such existing utilities, structures, or service connections are shown or not shown.

The Contractor is held responsible for all damage to all utility or other underground or surface structures, whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged.

In addition to the general notification referred to above the Contractor shall advise such organizations at least 48 hours in advance of the time he proposes to start work in each street throughout the project, to allow representatives to locate their utility in the field.

The contractor shall notify the engineer of all exposed crossings where the utilities will have a clearance of 18" or less as measured between the outside walls of the pipe. The Contractor shall take all measurements he and/or the Engineer deem necessary to protect the existing and new pipes, sewers and utilities.

### 31. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law 220-h – On all public work projects of as least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

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

Proof of completion may include but is not limited to:

- copies of bona fide course completion card;

- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.

A certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed. **Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.**

The General Contractor will submit a copy of the certificate of each employee and subcontractor's employee to the Municipal Engineer or their authorized representative. These certificates will be randomly audited by the Municipality against contract employee payroll records submitted for payment.

### 32. SITE SPECIFIC COVID SAFETY PLAN

In anticipation of continuing social distancing practices, the Contractor will be required to provide a Site Specific Covid-19 Safety Plan. Any sites that cannot maintain distance and safety best practices must close.

**Clinton Street Center  
HVAC and Refrigeration Equipment Upgrades**

**Bid #2021-02**

**TECHNICAL SPECIFICATIONS**

**SECTION L**

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## **DIVISION O INTRODUCTION TO THE TECHNICAL SPECIFICATION**

The following technical specifications shall apply to the various items of work which constitute the construction contemplated under this contract. To avoid excessive overlapping and repetition, there are certain sections, materials and items that are referred to in other items. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm, utility and sewer; manhole and catch basin; structure and culvert, gravel and granular fill or material; select and selected, bituminous and asphalt; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Within the Technical and/or Supplemental Technical Specification of this Contract the following definitions shall apply:

### **Standard Specifications**

**Item O.A.** shall mean the New York State, Department of Transportation, Design and Construction Division, "Standard Specifications Construction and Materials of January 8, 2008" and any subsequent Addendums. Only those portions of the Standard Specifications that are referred to in the "MATERIALS" and/or "CONSTRUCTION METHODS" sections of this Contract's Technical and/or Supplemental Technical Specifications, not supplemented and/or amended therein, shall apply. Within the referred to portions of the Standard Specifications wherein the following terms are used they shall mean respectively:

<b><u>TERM</u></b>	<b><u>RESPECTIVE MEANING</u></b>
State	Westchester County
Department	Department of Planning
Division	Division of Design
Design Staff	Division of Design Project Manager
Chief Engineer	Municipal Consulting Engineer,
Engineer	the
Engineer-in-Charge (E.I.C.)	Local Public Agency, or other Authorized Representative
Inspector	Representing the Local Agency or Owner, or other duly Authorized Representative
Laboratory	Laboratory Designated by the
Materials Bureau	Engineer, Local Agency, or Owner
Special Provisions	Special Conditions, Specifications
Standard Structure Sheet	Details shown on the Contract
Standard Sheet	Drawings

**O.B. Applicable Safety Code:** shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction," the State of New York, Department of Labor, Board of Standards and Appeals, Industrial Code Rule 23, "Protection of Persons Employed in Construction and Demolition Work," or State of New York "State Building Construction Code," whichever is the most stringent for the applicable requirement.

**O.C. Local Regulatory Agency(ies):** Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions, otherwise, the Contractor shall be responsible to determine same in the local area of the contract. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Technical Specifications of this Contract.

**O.D. Bid Proposal Items:** Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal items shall have the same basic alphanumeric designation as the same item in the specifications with significant suffixes added as required.

ITEM1A - MAINTENANCE AND PROTECTION OF TRAFFIC:

MP.1 WORK INCLUDED:

- A. Under this item the Contractor will be required to protect and maintain pedestrian and vehicular traffic. Work under this item shall be done in accordance with the Village of Pleasantville DPW and the Village of Pleasantville Chief of Police.

MP.2 METHOD:

- A. The Contractor shall maintain and protect traffic by conducting his construction operations so that the traveling public is subjected to a minimum of delay and no hazard. A minimum passage way of ten (10') feet will be required for local emergency services such as Police, Fire and Rescue Services.
- B. Procedures to be followed are as outlined herein and as required under Section 619 of the New York State Department of Transportation Specifications, latest edition.
- C. Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the construction. Where directed by the Owner, the Contractor shall provide adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.
- D. In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Superintendent/Engineer, and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour signs posted.
- E. All approved construction signs must be posted prior to the interference, realignment, or obstruction of any lanes of traffic
- F. Approved signs in accordance with the New York State Manual of Uniform Traffic Control Devices shall be provided along all streets while work is in progress. Where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and normal lanes of traffic shall be restored. Barricades shall be placed wherever the safety of the traveling public requires them, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary, in the opinion of the Superintendent/Engineer or the Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.

## OPERATION

A. The Contractor shall provide and maintain in a safe condition temporary approaches or crossings and intersections, access to trails, roads, streets, businesses, parking lots, residences, and garages. The Contractor shall notify the owners of adjoining properties at least 24 hours prior to the time he proposes to begin any work, which will interfere with their normal passage. "No parking" notices shall be obtained from the Owner and posted by the Contractor staging areas of construction and location of temporary parking areas. Temporary parking areas shall be provided for by the Contractor. The Contractor shall prepare a Traffic Control Plan and schedule to be presented at the pre-construction meeting as required by the Owner.

B. Equipment or machinery having crawler tracks or other treads that mar or damage pavements shall not move over or operate on newly constructed or existing pavements unless precautions are taken to prevent damage to the pavements and/or curbing.

C. Any damage to newly constructed or existing pavements within the limits of the project or adjacent thereto, which in the opinion of the Engineer was caused by the Contractor's operations shall be repaired by the Contractor as directed by the Engineer, at the Contractor's expense or the repairs will be made by others and the cost of such repairs will be deducted from monies due the Contractor.

D. Except as necessary during actual working hours and with explicit approval from the Owner, the Contractor shall not occupy with his equipment, material or personnel any roadway or sidewalk area within or adjacent to the project that is open to traffic.

E. The Contractor shall provide qualified and suitably equipped flagmen or police officers when construction operations encroach on traffic lanes, as required for regulation of traffic and in accordance with the New York State Department of Transportation and the local municipality.

F. All street traffic regulation by flagmen shall be on an as needed basis.

G. When required to cross, obstruct or temporarily close a street, driveway or other traffic way, the Contractor shall provide and maintain suitable bridges, cover plates or other approved temporary expedient for the accommodation of traffic. Closing shall be for the shortest time practical, and passage shall be

## MEASUREMENT AND PAYMENT:

Payment for this work will be deemed included in all other items being bid and shall include the cost of furnishing all labor, materials and equipment necessary to erect, maintain and dismantle the required equipment.

Item 1B – CUTTING AND PATCHING (Coordinate with General and Special Clauses)

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Provide materials, labor, equipment and services necessary and/or required to execute the work of this Section as shown on the drawings, specified herein and/or required by job conditions.
- C. All cutting, removing, relocation, fitting, altering and rough patching for the installation and completion of his work in other than finished surfaces noted below shall be performed by the Trade or Subcontractor requiring said cutting and patching. **FINISH PATCHING SHALL BE BY THE RESPECTIVE TRADE OR SUBCONTRACTOR THAT NORMALLY DOES THAT FINISH WORK**

1.2 REQUIREMENTS INCLUDED

- A. Definitions
- B. Cutting and Patching Requirements
- C. Specific Requirements -All Trades

1.3 DEFINITIONS

The following definitions shall apply to all work of this Contract involving cutting, patching, filling and the like.

- A. Cutting -those operations required to expose existing construction, or required to permit the installation of work under this contract, or passage of new or relocated work through existing construction.
- B. Patching -Those operations required to bring surfaces to a level to permit the application of a finish treatment.

The Contractor responsible for performing the patching shall be responsible for the restoration of the substrate to match adjacent areas, whether new or existing, except for the following conditions:

- 1. The Contractor responsible for performing the patching shall be responsible for the

restoration of the substrate to match adjacent areas, whether new or existing, except for the following conditions:

2. Those patched surfaces which are wholly contained within an area which is to receive a new finish treatment as called for elsewhere in the Contract Documents.
- C. Replace -Shall mean to furnish and install an entirely new element which matches the original element's material, color, dimension and design.
- D. Repair -Shall mean to make the existing element as nearly "new", as possible, by the means and methods indicated for each element.
- E. Fill -Shall mean to carefully and thoroughly remove, by approved methods, loose and deteriorated surface material and to install "new" material in the element so that the original contour is completely restored and color matched if exposed as a finished element. Follow manufacturers' instructions as applicable.
- F. Match Original -Where indicated, this type of replacement will match the best available representative element, in design, dimension, and installation, with improvements which represent the best standards of fabrication, so that even if an existing best example of an element is gouged or pitted, or otherwise worn, the new element shall be unworn and without defects and fabricated of new material. The Architect will provide identifications of all original elements.

#### 1.4 CUTTING AND PATCHING REQUIREMENTS

- A. Where cutting, drilling or removals are required in existing and/or newly constructed wall, floor or roof construction, the work shall be done in a manner that will safeguard and not endanger the structure, and shall, in all cases, be as approved by the Architect.

Prior to any cutting, drilling or removals, the Contractor shall investigate both sides of the surface involved, shall determine the exact location of adjacent structural members by visual examination, and shall avoid interference with such members.

No structural members such as joists, beams, columns supporting work that is to remain shall be cut, drilled or removed unless such conditions are shown in detail on the Contract Documents and reinforcing of members affected or new members to compensate for such drilling, cutting and removals are shown.

Positive instructions shall be obtained from the Architect before cutting beams or other structural members, arches, lintels and the like and the Contractor shall be guided by such instructions.

- B. Each Trade Contractor shall provide all sleeves, inserts, hangers and the like required for the execution of their respective work; failing to provide such, said responsible Contractor shall reimburse the General Contractor who shall do all necessary cutting and patching required for the execution of his work.

C. No Contractor shall:

1. endanger any work by cutting or drilling or otherwise
2. cut or alter the work of any other contractor except with the written consent of the Architect
3. cut or drill above the minimum needed to install work

D. All holes cut through masonry exposed to view in the finished work and concrete slabs shall be core drilled except for specific holes that have been structurally detailed per Contract Documents.

The Contractor shall locate adjacent structural members before core drilling to insure that structural members are not damaged.

No jack hammering will be permitted.

#### 1.5 SPECIFIC REQUIREMENTS -ALL TRADES

- A. The Contractor shall perform, or cause to have performed by nominated trade and/or subcontractors as defined in Paragraph 1.3 herein, all cutting, rough and finish patching required to install the work under the Contract and as indicated on the drawings and/or as required.

Said contractor shall perform, or cause to have performed, all finish patching of openings at walls and slabs created by the removal of existing ductwork, piping, conduit, equipment or installation of new work.

#### MEASUREMENT AND PAYMENT

Payment for this work will be deemed included in all other items being bid.

END OF SECTION 1B

## Item 2A – SUMMARY OF WORK

### PART 1 - GENERAL HVAC

- 1.1 Contract **Drawing** Review: The below summary is general in nature and may not cover the full scope of all work. Contract shall review specification sections for full scope.
- 1.2 The Contractor shall furnish all labor, materials, insurance, equipment (including crane) and means necessary to perform the work as described herein.
- 1.3 **Work:**
  - A. All work required to replace two (2) existing rooftop units located on the roof including but not limited to demolition of existing units, rigging/crane, adaptor curbs electrical work, refrigeration, connection to existing ductwork, balancing, commissioning and all related work required for a complete installation in normal working hours. These units shall match the existing capacity of the existing roof top units.
  - B. All work required to replace existing Walk-In Freezer Condensing Unit including but not limited to demolition of existing unit, rooftop condensing unit & related work, electrical work, refrigeration, accessories, rigging/crane, commissioning and all related work required for a complete installation in normal working hours.
  - C. The execution of this work will require a crane for removal and installation. The Contractor will be responsible for all coordination efforts, including any maintenance and protection of traffic and restoration of damage made by crane operations. The crane operations and pick plan shall be verified by an engineer to ensure proper safety and stability of the crane.
  - D. All rooftop supports shall be inspected prior to new equipment installation. Any deficiencies in the supports shall be made by the Contractor at no additional expense.
  - E. All existing coolant for walk in freezer shall be recovered and disposed of in a legal manner. Provide new coolant and recharge system to ensure proper functioning.
  - F. Electrical work shall include the replacement of disconnect switches and reconnection of existing wiring.
  - G. All units will need to be tied to the existing control system and air balancing should be performed for the two HVAC rooftop units.

## **PART 2 PRODUCTS**

- A. Replacement of two (2) Existing Rooftop A/C units with two (2) new units having the same capacities as the existing units, Carrier 50HC-D11A2A5-0a0g0, 208/230-3-60 Package cooling only RTU with economizer, or approved equal.
- B. Replacement of one (1) existing Walk-In Freezer Condensing Unit with one (1) new unit having the same capacity as the existing unit, Russell RFH200L44-D Condensing Unit, 2HP 208-1 or approved equal

## **PART 3 EXECUTION**

- A. Sequence of Work. The contractor must follow the general sequence of work specified below. The Contractor is required to provide his proposed detailed construction sequence and work schedule for review and approval prior to the start of construction work.
- B. General Sequence.
  - i. Provide shop drawings of proposed units.
  - ii. Order and replace units per manufacturer's specifications and bid documents.
  - iii. Perform start-up and test equipment for proper orientation

### **MEASUREMENT AND PAYMENT**

The contractor shall receive the price per each for furnishing and installing items, respectively, in accordance with the specifications.

The price per each shall include furnishing equipment, labor, materials, and any incidentals necessary or required to remove existing and install equipment complete, including electrical, coolant, testing, balancing and making system functional, all in accordance with the specifications, to the satisfaction of the Owner.

---End of Section---

## ITEM 2B - TESTING, ADJUSTING, AND BALANCING FOR HVAC

### PART 1 - GENERAL

#### 1.1 This section applies to:

- A. Equipment furnished and installed by Contractor, and any system component that may require testing, adjusting and balancing due to the replacement of the existing equipment.

#### 1.2 RELATED DOCUMENTS

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

#### 1.3 SUMMARY

##### A. This Section Includes:

1. Testing, Adjusting & Balancing of New Air Systems as well as Existing Air Systems not called out to be Demolished under this Contract:
  - a. Constant-volume air systems.
  - b. Variable-Air-Volume Systems
  - c. Exhaust Air Systems
2. Testing, Adjusting & Balancing of New HVAC Equipment.
3. Balancing the airflow within the HVAC distribution systems shall include supply, return and exhaust fans, including sub mains, branches, VAV terminals, diffusers, coils, piping, VFD drive motors, return registers and electrical data.

- B. Once the entire Mechanical System has been installed, the TAB firm shall work with the installing contractor & controls vendor to set all parameters. Contractor shall set-up the new units to match new design setpoints as close as practical.

- C. Coordinate with controls contractor and calibrate controls system.

#### 1.4 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An entity engaged to perform TAB Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 10 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 10 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 10 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- D. Certified TAB reports.
- E. Sample report forms.
- F. Instrument calibration reports, to include the following:
  - 1. Instrument type and make.
  - 2. Serial number.
  - 3. Application.
  - 4. Dates of use.
  - 5. Dates of calibration.

1.6 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC.
  - 1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC.
  - 2. TAB Technician: Employee of the TAB contractor and who is certified by AABC as a TAB technician.
- B. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

1.7 PROJECT CONDITIONS

- A. Full Owner Occupancy: Owner or Passengers at Westchester County Airport will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

## 1.8 COORDINATION

- A. Notice: Provide (seven) 7 days' advance notice for each test. Include scheduled test dates and times.
- B. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and under floor air plenums used for supply, return, or relief air to verify that they meet the leakage class of connected ducts and are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.
- F. Examine equipment performance data including fan and pump curves.
  - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
  - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

- J. Examine terminal units; such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine operating safety interlocks and controls on HVAC equipment.
- L. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### 3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
  - 1. Permanent electrical-power wiring is complete.
  - 2. Automatic temperature-control systems are operational.
  - 3. Equipment and duct access doors are securely closed.
  - 4. Balance, smoke, and fire dampers are open.
  - 5. Isolating and balancing valves are open and control valves are operational.
  - 6. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
  - 7. Windows and doors can be closed so indicated conditions for system operations can be met.

### 3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in [AABC's "National Standards for Total System Balance"] [ASHRAE 111] [NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems"] [SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing"] and in this Section.
  - 1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
  - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  - 2. After testing and balancing, install test ports and duct access doors.
  - 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish.
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound units.

### 3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

### 3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
  - 1. Measure total airflow.
    - a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.
  - 2. Measure fan static pressures as follows to determine actual static pressure:
    - a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
    - b. Measure static pressure directly at the fan outlet or through the flexible connection.
    - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
    - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
    - a. Report the cleanliness status of filters and the time static pressures are measured.
  4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
  5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
  6. Obtain approval from Construction Manager for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
  7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, sub-main ducts, and major branch ducts to indicated airflows within specified tolerances.
1. Measure airflow of sub-main and branch ducts.
    - a. Where sufficient space in sub-main and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
  2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.
  3. Remeasure each sub-main and branch duct after all have been adjusted. Continue to adjust sub-main and branch ducts to indicated airflows within specified tolerances.
- C. Measure air outlets and inlets without making adjustments.
1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
  2. Adjust patterns of adjustable outlets for proper distribution without drafts.

### 3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. **Compensating for Diversity:** When the total airflow of all terminal units is more than the indicated airflow of the fan, place a selected number of terminal units at a minimum set-point airflow with the remainder at maximum-airflow condition until the total airflow of the terminal units equals the indicated airflow of the fan. Select the reduced-airflow terminal units so they are distributed evenly among the branch ducts.
- B. **Pressure-Independent, Variable-Air-Volume Systems:** After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
1. Set outdoor-air dampers at minimum, and set return- and exhaust-air dampers at a position that simulates full-cooling load.
  2. Select the terminal unit that is most critical to the supply-fan airflow and static pressure. Measure static pressure. Adjust system static pressure so the entering static pressure for the critical terminal unit is not less than the sum of the terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
  3. Measure total system airflow. Adjust to within indicated airflow.
  4. Set terminal units at maximum airflow and adjust controller or regulator to deliver the designed maximum airflow. Use terminal-unit manufacturer's written instructions to make this adjustment. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
  5. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow the same as described for constant-volume air systems.
    - a. If air outlets are out of balance at minimum airflow, report the condition but leave outlets balanced for maximum airflow.
  6. Remeasure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
    - a. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.
  7. Measure static pressure at the most critical terminal unit and adjust the static-pressure controller at the main supply-air sensing station to ensure that adequate static pressure is maintained at the most critical unit.
  8. Record final fan-performance data.
- C. **Pressure-Dependent, Variable-Air-Volume Systems without Diversity:** After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
1. Balance variable-air-volume systems the same as described for constant-volume air systems.
  2. Set terminal units and supply fan at full-airflow condition.
  3. Adjust inlet dampers of each terminal unit to indicated airflow and verify operation of the static-pressure controller. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
  4. Readjust fan airflow for final maximum readings.

5. Measure operating static pressure at the sensor that controls the supply fan if one is installed, and verify operation of the static-pressure controller.
  6. Set supply fan at minimum airflow if minimum airflow is indicated. Measure static pressure to verify that it is being maintained by the controller.
  7. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow the same as described for constant-volume air systems.
    - a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.
  8. Measure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
    - a. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.
- D. Pressure-Dependent, Variable-Air-Volume Systems with Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
1. Set system at maximum indicated airflow by setting the required number of terminal units at minimum airflow. Select the reduced-airflow terminal units so they are distributed evenly among the branch ducts.
  2. Adjust supply fan to maximum indicated airflow with the variable-airflow controller set at maximum airflow.
  3. Set terminal units at full-airflow condition.
  4. Adjust terminal units starting at the supply-fan end of the system and continuing progressively to the end of the system. Adjust inlet dampers of each terminal unit to indicated airflow. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
  5. Adjust terminal units for minimum airflow.
  6. Measure static pressure at the sensor.
  7. Measure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.

### 3.7 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
1. Manufacturer's name, model number, and serial number.
  2. Motor horsepower rating.
  3. Motor rpm.
  4. Efficiency rating.
  5. Nameplate and measured voltage, each phase.
  6. Nameplate and measured amperage, each phase.
  7. Starter thermal-protection-element rating.
- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper

operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

### 3.8 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

### 3.9 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

- A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.
  - 1. Measure and record the operating speed, airflow, and static pressure of each fan.
  - 2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
  - 3. Check the refrigerant charge.
  - 4. Check the condition of filters.
  - 5. Check the condition of coils.
  - 6. Check the operation of the drain pan and condensate-drain trap.
  - 7. Check bearings and other lubricated parts for proper lubrication.
  - 8. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.
- B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:
  - 1. New filters are installed.
  - 2. Coils are clean and fins combed.
  - 3. Drain pans are clean.
  - 4. Fans are clean.
  - 5. Bearings and other parts are properly lubricated.
  - 6. Deficiencies noted in the preconstruction report are corrected.
- C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.
  - 1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
  - 2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
  - 3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
  - 4. Balance each air outlet.

### 3.10 TOLERANCES

- A. Set HVAC system's air flow rates and water flow rates within the following tolerances:
  - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent
  - 2. Air Outlets and Inlets: Plus or minus 10 percent
  - 3. Heating-Water Flow Rate: Plus or minus 10 percent
  - 4. Cooling-Water Flow Rate: Plus or minus 10 percent

### 3.11 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.
- B. Status Reports: Prepare weekly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

### 3.12 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
  - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
  - 2. Include a list of instruments used for procedures, along with proof of calibration.
- B. Final Report Contents: In addition to certified field-report data, include the following:
  - 1. Pump curves.
  - 2. Fan curves.
  - 3. Manufacturers' test data.
  - 4. Field test reports prepared by system and equipment installers.
  - 5. Other information relative to equipment performance; do not include Shop Drawings and product data.
- C. General Report Data: In addition to form titles and entries, include the following data:
  - 1. Title page.
  - 2. Name and address of the TAB contractor.
  - 3. Project name.
  - 4. Project location.
  - 5. Architect's name and address.
  - 6. Engineer's name and address.

7. Contractor's name and address.
  8. Report date.
  9. Signature of TAB supervisor who certifies the report.
  10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
  11. Summary of contents including the following:
    - a. Indicated versus final performance.
    - b. Notable characteristics of systems.
    - c. Description of system operation sequence if it varies from the Contract Documents.
  12. Nomenclature sheets for each item of equipment.
  13. Data for terminal units, including manufacturer's name, type, size, and fittings.
  14. Notes to explain why certain final data in the body of reports vary from indicated values.
  15. Test conditions for fans and pump performance forms including the following:
    - a. Settings for outdoor-, return-, and exhaust-air dampers.
    - b. Conditions of filters.
    - c. Cooling coil, wet- and dry-bulb conditions.
    - d. Face and bypass damper settings at coils.
    - e. Fan drive settings including settings and percentage of maximum pitch diameter.
    - f. Inlet vane settings for variable-air-volume systems.
    - g. Settings for supply-air, static-pressure controller.
    - h. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
  2. Water and steam flow rates.
  3. Duct, outlet, and inlet sizes.
  4. Pipe and valve sizes and locations.
  5. Terminal units.
  6. Balancing stations.
  7. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
1. Unit Data:
    - a. Unit identification.
    - b. Location.
    - c. Make and type.
    - d. Model number and unit size.
    - e. Manufacturer's serial number.
    - f. Unit arrangement and class.
    - g. Discharge arrangement.
    - h. Sheave make, size in inches, and bore.
    - i. Center-to-center dimensions of sheave, and amount of adjustments in inches.
    - j. Number, make, and size of belts.

- k. Number, type, and size of filters.
2. Motor Data:
    - a. Motor make, and frame type and size.
    - b. Horsepower and rpm.
    - c. Volts, phase, and hertz.
    - d. Full-load amperage and service factor.
    - e. Sheave make, size in inches, and bore.
    - f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
  3. Test Data (Indicated and Actual Values):
    - a. Total air flow rate in cfm.
    - b. Total system static pressure in inches wg.
    - c. Fan rpm.
    - d. Discharge static pressure in inches wg.
    - e. Filter static-pressure differential in inches wg.
    - f. Preheat-coil static-pressure differential in inches wg.
    - g. Cooling-coil static-pressure differential in inches wg.
    - h. Heating-coil static-pressure differential in inches wg.
    - i. Outdoor airflow in cfm.
    - j. Return airflow in cfm.
    - k. Outdoor-air damper position.
    - l. Return-air damper position.
    - m. Vortex damper position.
- F. Apparatus-Coil Test Reports:
1. Coil Data:
    - a. System identification.
    - b. Location.
    - c. Coil type.
    - d. Number of rows.
    - e. Fin spacing in fins per inch o.c.
    - f. Make and model number.
    - g. Face area in sq. ft.
    - h. Tube size in NPS.
    - i. Tube and fin materials.
    - j. Circuiting arrangement.
  2. Test Data (Indicated and Actual Values):
    - a. Air flow rate in cfm.
    - b. Average face velocity in fpm.
    - c. Air pressure drop in inches wg.
    - d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
    - e. Return-air, wet- and dry-bulb temperatures in deg F.
    - f. Entering-air, wet- and dry-bulb temperatures in deg F.
    - g. Leaving-air, wet- and dry-bulb temperatures in deg F.

- h. Water flow rate in gpm.
- i. Water pressure differential in feet of head or psig.
- j. Entering-water temperature in deg F.
- k. Leaving-water temperature in deg F.
- l. Refrigerant expansion valve and refrigerant types.
- m. Refrigerant suction pressure in psig.
- n. Refrigerant suction temperature in deg F.
- o. Inlet steam pressure in psig.

G. Fan Test Reports: For supply, return, and exhaust fans, include the following:

- 1. Fan Data:
  - a. System identification.
  - b. Location.
  - c. Make and type.
  - d. Model number and size.
  - e. Manufacturer's serial number.
  - f. Arrangement and class.
  - g. Sheave make, size in inches, and bore.
  - h. Center-to-center dimensions of sheave, and amount of adjustments in inches.
- 2. Motor Data:
  - a. Motor make, and frame type and size.
  - b. Horsepower and rpm.
  - c. Volts, phase, and hertz.
  - d. Full-load amperage and service factor.
  - e. Sheave make, size in inches, and bore.
  - f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
  - g. Number, make, and size of belts.
- 3. Test Data (Indicated and Actual Values):
  - a. Total airflow rate in cfm.
  - b. Total system static pressure in inches wg.
  - c. Fan rpm.
  - d. Discharge static pressure in inches wg.
  - e. Suction static pressure in inches wg.

H. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

- 1. Report Data:
  - a. System and air-handling-unit number.
  - b. Location and zone.
  - c. Traverse air temperature in deg F.
  - d. Duct static pressure in inches wg.
  - e. Duct size in inches.
  - f. Duct area in sq. ft.

- g. Indicated air flow rate in cfm.
- h. Indicated velocity in fpm.
- i. Actual air flow rate in cfm.
- j. Actual average velocity in fpm.
- k. Barometric pressure in psig.

I. Air-Terminal-Device Reports:

1. Unit Data:

- a. System and air-handling unit identification.
- b. Location and zone.
- c. Apparatus used for test.
- d. Area served.
- e. Make.
- f. Number from system diagram.
- g. Type and model number.
- h. Size.
- i. Effective area in sq. ft.

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm.
- b. Air velocity in fpm.
- c. Preliminary air flow rate as needed in cfm.
- d. Preliminary velocity as needed in fpm.
- e. Final air flow rate in cfm.
- f. Final velocity in fpm.
- g. Space temperature in deg F.

J. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:

1. Unit Data:

- a. System and air-handling-unit identification.
- b. Location and zone.
- c. Room or riser served.
- d. Coil make and size.
- e. Flow-meter type.

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm.
- b. Entering-water temperature in deg F.
- c. Leaving-water temperature in deg F.
- d. Water pressure drop in feet of head or psig.
- e. Entering-air temperature in deg F.
- f. Leaving-air temperature in deg F.

K. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:

1. Unit Data:
  - a. Unit identification.
  - b. Location.
  - c. Service.
  - d. Make and size.
  - e. Model number and serial number.
  - f. Water flow rate in gpm.
  - g. Water pressure differential in feet of head or psig.
  - h. Required net positive suction head in feet of head or psig.
  - i. Pump rpm.
  - j. Impeller diameter in inches.
  - k. Motor make and frame size.
  - l. Motor horsepower and rpm.
  - m. Voltage at each connection.
  - n. Amperage for each phase.
  - o. Full-load amperage and service factor.
  - p. Seal type.

2. Test Data (Indicated and Actual Values):
  - a. Static head in feet of head or psig.
  - b. Pump shutoff pressure in feet of head or psig.
  - c. Actual impeller size in inches.
  - d. Full-open flow rate in gpm.
  - e. Full-open pressure in feet of head or psig.
  - f. Final discharge pressure in feet of head or psig.
  - g. Final suction pressure in feet of head or psig.
  - h. Final total pressure in feet of head or psig.
  - i. Final water flow rate in gpm.
  - j. Voltage at each connection.
  - k. Amperage for each phase.

L. Instrument Calibration Reports:

1. Report Data:
  - a. Instrument type and make.
  - b. Serial number.
  - c. Application.
  - d. Dates of use.
  - e. Dates of calibration.

### 3.13 INSPECTIONS

A. Initial Inspection:

1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.

2. Check the following for each system:
  - a. Measure airflow of at least 10 percent of air outlets.
  - b. Measure water flow of at least 5 percent of terminals.
  - c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
  - d. Verify that balancing devices are marked with final balance position.
  - e. Note deviations from the Contract Documents in the final report.

B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Construction Manager.
2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Construction Manager.
3. Construction Manager shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.

D. Prepare test and inspection reports.

### 3.14 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

#### MEASUREMENT AND PAYMENT:

Payment for this work will be deemed included in all other items being bid.

END OF SECTION

## ITEM 2C - PACKAGED OUTDOOR ROOFTOP UNIT

### GENERAL

#### 1.1 This section applies to:

The New Rooftop Units, as defined in Item 2A. Summary of Work.

#### 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.3 SUMMARY

- A. This Section includes packaged, outdoor, central-station air-handling units (rooftop units) with the following components and accessories:
  - 1. Direct-expansion cooling.
  - 2. Economizer outdoor- and return-air damper section.
  - 3. Roof curbs.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Structural members to which RTUs will be attached.
  - 2. Roof openings
  - 3. Gas Furnace
  - 4. Roof curbs and flashing.
- B. Manufacturer Wind Loading Qualification Certification: Submit certification that specified equipment will withstand wind forces.
- C. Field quality-control test reports.

## 1.5 CLOSEOUT SUBMITTALS

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

## 1.6 MAINTENANCE MATERIAL SUBMITTALS

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

- 1. Fan Belts: 3 sets for each belt-driven fan.
- 2. Filters: 3 sets of filters for each unit.

## 1.7 QUALITY ASSURANCE

- A. ARI Compliance:

- 1. Comply with ARI 203/110 and ARI 303/110 for testing and rating energy efficiencies for RTUs.
- 2. Comply with ARI 270 for testing and rating sound performance for RTUs.

- B. ASHRAE Compliance:

- 1. Comply with ASHRAE 15 for refrigeration system safety.
- 2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
- 3. Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

- C. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

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

- E. UL Compliance: Comply with UL 1995.

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

## 1.8 WARRANTY

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

- 1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
- 2. Warranty Period for Gas Furnace Heat Exchangers: Manufacturer's standard, but not less than 10 years from date of Substantial Completion.

3. Warranty Period for Solid-State Ignition Modules: Manufacturer's standard, but not less than three years from date of Substantial Completion.
4. Warranty Period for Control Boards: Manufacturer's standard, but not less than three years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings:
  1. Refer to Item 2A Summary of Work

### 2.2 CASING

- A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.
- B. Exterior Casing Material: Galvanized steel with factory-painted finish, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.
- C. Inner Casing Fabrication Requirements:
  1. Inside Casing: Galvanized steel.
- D. Casing Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.
  1. Materials: ASTM C 1071, Type I.
  2. Thickness: 1 inch
  3. Liner materials shall have air-stream surface coated with an erosion- and temperature-resistant coating or faced with a plain or coated fibrous mat or fabric.
  4. Liner Adhesive: Comply with ASTM C 916, Type I.
- E. Condensate Drain Pans: Formed sections of stainless-steel sheet, a minimum of 2 inches deep and complying with ASHRAE 62.1.
  1. Double-Wall Construction: Fill space between walls with foam insulation and seal moisture tight.
  2. Drain Connections: Threaded nipple both sides of drain pan.
  3. Pan-Top Surface Coating: Corrosion-resistant compound.

- F. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

## 2.3 FANS

- A. Direct-Driven Supply-Air Fans: Double width centrifugal; with permanently lubricated, VFD motor resiliently mounted in the fan inlet. Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.
- B. Condenser-Coil Fan: Propeller, mounted on shaft of permanently lubricated motor.
- C. Seismic Fabrication Requirements: Fabricate fan section, internal mounting frame and attachment to fans, fan housings, motors, casings, accessories, and other fan section components with reinforcement strong enough to withstand seismic forces when fan-mounted frame and RTU-mounted frame are anchored to building structure.

## 2.4 COILS

- A. Refrigerant Coil:
  - 1. Aluminum or Copper-plate fin and seamless internally grooved copper tube in steel casing with equalizing-type vertical distributor.
  - 2. Polymer strip shall prevent all copper coil from contacting steel coil frame or condensate pan.
  - 3. Coil Split: Interlaced.
  - 4. Baked phenolic or Cathodic epoxy coating.
  - 5. Condensate Drain Pan: Galvanized steel with corrosion-resistant coating formed with pitch and drain connections complying with ASHRAE 62.1

## 2.5 REFRIGERANT CIRCUIT COMPONENTS

- A. Number of Refrigerant Circuits: Refer to schedule on drawing HV-3
- B. Compressor: mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief and crankcase heater.
- C. Refrigeration Specialties:
  - 1. Refrigerant: R-410A.
  - 2. Expansion valve with replaceable thermostatic element.
  - 3. Refrigerant filter/dryer.
  - 4. Manual-reset high-pressure safety switch.
  - 5. Automatic-reset low-pressure safety switch.
  - 6. Minimum off-time relay.
  - 7. Automatic-reset compressor motor thermal overload.
  - 8. Brass service valves installed in compressor suction and liquid lines.
  - 9. Low-ambient kit high-pressure sensor.
  - 10. Hot-gas reheat solenoid valve with a replaceable magnetic coil.

11. Four-way reversing valve with a replaceable magnetic coil, thermostatic expansion valves with bypass check valves, and a suction line accumulator.

## 2.6 AIR FILTRATION

- A. Minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.

## 2.7 GAS FURNACE

- A. Description: Factory assembled, piped, and wired; complying with ANSI Z21.47 and NFPA 54.
  1. CSA Approval: Designed and certified by and bearing label of CSA.
- B. Burners: Stainless steel.
  1. Fuel: Natural gas.
  2. Ignition: Electronically controlled electric spark or hot-surface igniter with flame sensor.
- C. Heat-Exchanger and Drain Pan: Stainless steel.
- D. Venting: Gravity vented.
- E. Safety Controls:
  1. Gas Control Valve: Modulating.
  2. Gas Train: Single-body, regulated, redundant, 24-V ac gas valve assembly containing pilot solenoid valve, pilot filter, pressure regulator, pilot shutoff, and manual shutoff.

## 2.8 DAMPERS

- A. Outdoor-Air Damper: Linked damper blades, for 0 to 25 percent outdoor air, with motorized damper filter.
- B. Outdoor- and Return-Air Mixing Dampers: Parallel- or opposed-blade galvanized-steel dampers mechanically fastened to cadmium plated for galvanized-steel operating rod in reinforced cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously.
  1. Damper Motor: Modulating with adjustable minimum position.
  2. Relief-Air Damper: Gravity actuated or motorized, as required by ASHRAE/IESNA 90.1, with bird screen and hood.

## 2.9 ELECTRICAL POWER CONNECTION

- A. Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.

## 2.10 CONTROLS

- A. Control equipment and sequence of operation are specified in Section 230900 "Instrumentation and Control for HVAC."

## 2.11 ACCESSORIES

- A. Electric heater with integral thermostat maintains minimum 50 deg F temperature in gas burner compartment.
- B. Duplex, 115-V, ground-fault-interrupter outlet with 15-A overcurrent protection. Include transformer if required. Outlet shall be energized even if the unit main disconnect is open.
- C. Low-ambient kit using variable-speed condenser fans for operation down to 35 deg F.
- D. Filter differential pressure switch with sensor tubing on either side of filter. Set for final filter pressure loss.
- E. Coil guards of painted, galvanized-steel wire.
- F. Hail guards of galvanized steel, painted to match casing.
- G. Concentric diffuser with white louvers and polished aluminum return grilles, insulated diffuser box with mounting flanges, and interior transition.

## 2.12 ROOF ADAPTOR CURBS

- A. Roof Adaptor Curbs shall be ordered .
- B. Manufacturer: Based on Custom Curb Adaptors.
- C. Materials: Galvanized steel with corrosion-protection coating, watertight gaskets, and factory-installed wood nailer; complying with NRCA standards.
  - 1. Curb Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.
    - a. Materials: ASTM C 1071, Type I or II.
    - b. Thickness: 2 inches.
  - 2. Application: Factory applied with adhesive and mechanical fasteners to the internal surface of curb.
    - a. Liner Adhesive: Comply with ASTM C 916, Type I.

- b. Mechanical Fasteners: Galvanized steel, suitable for adhesive attachment, mechanical attachment, or welding attachment to duct without damaging liner when applied as recommended by manufacturer and without causing leakage in cabinet.
- c. Liner materials applied in this location shall have air-stream surface coated with a temperature-resistant coating or faced with a plain or coated fibrous mat or fabric depending on service air velocity.
- d. Liner Adhesive: Comply with ASTM C 916, Type I.

D. Curb Height: 14 inches

E. Wind and Seismic Restraints: Metal brackets compatible with the curb and casing, painted to match RTU, used to anchor unit to the curb, and designed for loads at Project site.

## 2.13 CAPACITIES AND CHARACTERISTICS

A. Shall match existing

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of RTUs.
- B. Examine roughing-in for RTUs to verify actual locations of piping and duct connections before equipment installation.
- C. Examine roofs for suitable conditions where RTUs will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Roof Curb: Install on roof structure, level and secure, according to NRCA's "Low-Slope Membrane Roofing Construction Details Manual," Illustration "Raised Curb Detail for Rooftop Air Handling Units and Ducts." Install RTUs on curbs and coordinate roof penetrations and flashing with roof construction. Secure RTUs to upper curb rail, and secure curb base to roof framing or concrete base with anchor bolts.
- B. Install wind and seismic restraints according to manufacturer's written instructions.

### 3.3 CONNECTIONS

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

- B. Install/reutilize existing piping adjacent to RTUs to allow service and maintenance.
  - 1. Gas Piping: Comply with applicable requirements. Connect gas piping to burner, full size of gas train inlet, and connect with union and shutoff valve with sufficient clearance for burner removal and service.
- C. Reutilize Existing Duct The following are specific connection requirements:
  - 1. Install ducts to termination at top of roof curb.
  - 2. Remove roof decking only as required for passage of ducts. Do not cut out decking under entire roof curb.
  - 3. Connect supply ducts to RTUs with flexible duct connectors.
  - 4. Install return-air duct continuously through roof structure.

### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing. Report results in writing.
- C. Tests and Inspections:
  - 1. After installing RTUs and after electrical circuitry has been energized, test units for compliance with requirements.
  - 2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
  - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Remove and replace malfunctioning units and retest as specified above.

### 3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Complete installation and startup checks according to manufacturer's written instructions and do the following:
  - 1. Inspect for visible damage to unit casing.
  - 2. Inspect for visible damage to furnace combustion chamber.
  - 3. Inspect for visible damage to compressor, coils, and fans.

4. Inspect internal insulation.
5. Verify that labels are clearly visible.
6. Verify that clearances have been provided for servicing.
7. Verify that controls are connected and operable.
8. Verify that filters are installed.
9. Clean condenser coil and inspect for construction debris.
10. Clean furnace flue and inspect for construction debris.
11. Connect and purge gas line.
12. Remove packing from vibration isolators.
13. Inspect operation of barometric relief dampers.
14. Verify lubrication on fan and motor bearings.
15. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
16. Adjust fan belts to proper alignment and tension.
17. Start unit according to manufacturer's written instructions.
  - a. Start refrigeration system.
  - b. Do not operate below recommended low-ambient temperature.
  - c. Complete startup sheets and attach copy with Contractor's startup report.
18. Inspect and record performance of interlocks and protective devices; verify sequences.
19. Operate unit for an initial period as recommended or required by manufacturer.
20. Perform the following operations for both minimum and maximum firing. Adjust burner for peak efficiency.
  - a. Measure gas pressure on manifold.
  - b. Inspect operation of power vents.
  - c. Measure combustion-air temperature at inlet to combustion chamber.
  - d. Measure flue-gas temperature at furnace discharge.
  - e. Perform flue-gas analysis. Measure and record flue-gas carbon dioxide and oxygen concentration.
  - f. Measure supply-air temperature and volume when burner is at maximum firing rate and when burner is off. Calculate useful heat to supply air.
21. Calibrate thermostats.
22. Adjust and inspect high-temperature limits.
23. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
24. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F above return-air temperature:
  - a. Coil leaving-air, dry- and wet-bulb temperatures.
  - b. Coil entering-air, dry- and wet-bulb temperatures.
  - c. Outdoor-air, dry-bulb temperature.
  - d. Outdoor-air-coil, discharge-air, dry-bulb temperature.
25. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
26. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.
  - a. Supply-air volume.

- b. Return-air volume.
  - c. Relief-air volume.
  - d. Outdoor-air intake volume.
27. Simulate maximum cooling demand and inspect the following:
- a. Compressor refrigerant suction and hot-gas pressures.
  - b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.
28. Verify operation of remote panel including pilot-light operation and failure modes. Inspect the following:
- a. High-temperature limit on gas-fired heat exchanger.
  - b. Low-temperature safety operation.
  - c. Filter high-pressure differential alarm.
  - d. Economizer to minimum outdoor-air changeover.
  - e. Relief-air fan operation.
  - f. Smoke and firestat alarms.
29. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

### 3.6 CLEANING AND ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site during other-than-normal occupancy hours for this purpose.
- B. After completing system installation and testing, adjusting, and balancing RTU and air-distribution systems, clean filter housings and install new filters.

### 3.7 DEMONSTRATION

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

MEASUREMENT AND PAYMENT:  
See Item 2A. Summary of Work

END OF SECTION

## ITEM 2D - REFRIGERATION EQUIPMENT

### 1 - GENERAL

#### 1.1 This section applies to:

- A. Walk in Freezer Condensing Unit as specified in Item 2A.  
Summary of Work

#### 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.3 SUMMARY

##### A. Section Includes:

1. Walk-in refrigeration equipment.

#### 1.4 ACTION SUBMITTALS

##### A. Product Data: For each type of product indicated. Include the following:

1. Manufacturer's model number.
2. Accessories and components that will be included for Project.
3. Clearance requirements for access and maintenance.

- B. Shop Drawings: For fabricated equipment. Include plans, elevations, sections, roughing-in dimensions, fabrication details, utility service requirements, and attachments to other work.

#### 1.5 INFORMATIONAL SUBMITTALS

##### A. Coordination Drawings:

1. Key equipment using same designations as indicated on Drawings.
2. Include plans and elevations; clearance requirements for equipment access and maintenance; details of equipment supports; and utility service characteristics.

- B. Warranty: Samples of special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For foodservice equipment to include in emergency, operation, and maintenance manuals, and include the following:

1. Product Schedule: For each foodservice equipment item, include the following:
  - a. Designation indicated on Drawings.
  - b. Manufacturer's name and model number.
  - c. List of factory-authorized service agencies including addresses and telephone numbers.

#### 1.7 QUALITY ASSURANCE

- A. NSF Standards: Provide equipment that bears NSF Certification Mark or UL Classification Mark certifying compliance with applicable NSF standards.
- B. UL Certification: Provide electric and fuel-burning equipment and components that are evaluated by UL for fire, electric shock, and casualty hazards according to applicable safety standards, and that are UL certified for compliance and labeled for intended use.
- C. Regulatory Requirements: Install equipment to comply with the following:
  1. ASHRAE 15, "Safety Code for Mechanical Refrigeration."

#### 1.8 PROJECT CONDITIONS

- A. **Field Measurements: Verify actual dimensions of construction contiguous with foodservice equipment by field measurements before fabrication. Indicate measurements on Coordination Drawings.**

#### 1.9 COORDINATION

- A. Coordinate foodservice equipment layout and installation with other work, including layout and installation of lighting fixtures, HVAC equipment, and fire-suppression system components.
- B. Coordinate sizes, locations, and requirements of the following:
  1. Overhead equipment supports.
  2. Equipment bases.
  3. Floor depressions.
  4. Insulated floors.
  5. Floor areas with positive slopes to drains.
  6. Roof curbs, equipment supports, and penetrations.

#### 1.10 WARRANTY

- A. Refrigeration Compressor Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace compressors that fail in materials or workmanship within specified warranty period.
  1. Failure includes, but is not limited to, inability to maintain set temperature.

2. Warranty Period: Five Years from date of Substantial Completion with One Year labor.

## PART 2 - PRODUCTS

### 2.1 FABRICATED EQUIPMENT

### 2.2 WALK-IN REFRIGERATION EQUIPMENT

#### A. Walk-in Cooler/Freezer Unit:

1. Products: Subject to compliance with requirements, provide the following:
  - a. Bally Refrigerated Boxes
  - b. Refer to Drawing HV-2 for details and specification.

#### B. Walk-in Cooler/Cooler Unit

1. Products: Subject to compliance with requirements, provide the following:
  - a. Bally Refrigerated Boxes
  - b. Refer to Drawing HV-2 for details and specification.

### 2.3 MISCELLANEOUS MATERIALS

#### A. Installation Accessories, General: NSF certified for end-use application indicated.

#### B. Elastomeric Joint Sealant: ASTM C 920; silicone or urethane. Type S (single component), Grade NS (nonsag), Class 25, Use NT (nontraffic) related to exposure, and Use M, G, A, or O as applicable to joint substrates indicated.

1. Public Health and Safety Requirements:
  - a. Sealant is certified for compliance with NSF standards for end-use application indicated.
  - b. Washed and cured sealant complies with the FDA's regulations for use in areas that come in contact with food.
2. Cylindrical Sealant Backing: ASTM C 1330, Type C, closed-cell polyethylene, in diameter greater than joint width.

### 2.4 FINISHES

#### A. Stainless-Steel Finishes:

1. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

2. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
  - a. Run grain of directional finishes with long dimension of each piece.
  - b. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- B. Powder-Coat Finishes: Immediately after cleaning and pretreating, electrostatically apply manufacturer's standard, baked-polymer, thermosetting powder finish. Comply with resin manufacturer's written instructions for application, baking, and minimum dry film thickness.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install foodservice equipment level and plumb, according to manufacturer's written instructions.
  1. Connect equipment to utilities.
  2. Provide cutouts in equipment, neatly formed, where required to run service lines through equipment to make final connections.
- B. Complete equipment assembly where field assembly is required.
  1. Provide closed butt and contact joints that do not require filler.
  2. Grind field welds on stainless-steel equipment until smooth and polish to match adjacent finish.
- C. Install equipment with access and maintenance clearances that comply with manufacturer's written installation instructions and with requirements of authorities having jurisdiction.
- D. Install closure-trim strips and similar items requiring fasteners in a bed of sealant.
- E. Install joint sealant in joints between equipment and abutting surfaces with continuous joint backing unless otherwise indicated. Produce airtight, watertight, vermin-proof, sanitary joints.

### 3.2 CLEANING AND PROTECTING

- A. After completing installation of equipment, repair damaged finishes.
- B. Clean and adjust equipment as required to produce ready-for-use condition.
- C. Protect equipment from damage during remainder of the construction period.

### 3.3 DEMONSTRATION

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

#### MEASUREMENT AND PAYMENT:

See Item 2A. Summary of Work

## ITEM 3A. – ELECTRICAL GENERAL PROVISIONS

### 1.1 SCOPE OF WORK

- A. The work under this Division shall include furnishing and installing all labor, material, and equipment necessary to complete the installations and interconnections of Electrical Systems as specified herein.

#### WORK INCLUDED

### 1.2

- A. The following is a list of general work to be performed under this Division. The work shall not be limited by these descriptions.
  - 1. Disconnection of existing mechanical equipment.
  - 2. Removal of existing feeders to mechanical equipment, including, conduit, wire, boxes, disconnect switches, and supports.
  - 3. Furnish and install new feeders to new mechanical equipment, including disconnect switches and terminations.
  - 4. Furnish and install all Basic Materials, including raceways, pull and junction boxes, wireways, and wiring, as specified herein.

### 1.3 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Special Clauses, apply to this Section.

### 1.4 CODES AND STANDARDS

- A. All materials furnished and all work installed shall comply, where applicable, with the requirements of the current “New York State Building Code”, Local Codes, “National Electrical Safety Code” (NESC edition 2002), and the 2017 National Electrical Code. Whenever reference is made of “National Electrical Code”, or “NEC”, it shall mean the 2017 National Electrical Code, NFPA No. 70-2011.
- B. Material and work shall comply in all respects to the latest approved Standards of the following:
  - 1. National Electrical Manufacturers Association (NEMA).
  - 2. The American National Standards Institute (ANSI).
  - 3. The Institute of Electrical and Electronic Engineers (IEEE).
  - 4. National Fire Protection Association (NFPA).
- C. All material and devices furnished shall meet requirements of Underwriter's Laboratories, Inc., and shall be U.L. listed and labeled.
- D. Permits: Obtain all permits required to commence Work, and upon completion of the Work, obtain and deliver to the Engineer a Certificate of Inspection and Approval from the State Board of Fire Underwriters or other Authority having jurisdiction.

## 1.5 ELECTRICAL SYMBOLS

- A. Unless otherwise indicated, electrical symbols used in the Contract Drawings conform to ANSI Y32.9 “Graphic Symbols for Electrical Wiring and Layout Diagrams used in Architectural and Building Construction”, and ANSI Y32.2 “Graphic Symbols for Electrical and Electronic Diagram.”

## 1.6 GENERAL AND SPECIAL CLAUSES

- A. The Contractor shall take notice that, in addition to the requirements under Division 26, he shall be governed by the General Clauses and Special Clauses which are indicated as covering the contract comprising the work for this project, and which make reference to specific responsibilities of the Contractor.

## 1.7 FINAL TEST AND INSPECTION

- A. The Contractor shall be required to demonstrate to the satisfaction of the Engineer that the electrical systems are properly installed as specified.

## 1.8 RECORD DRAWINGS

- A. The contractor shall submit AS-BUILT drawings as described in the Special Clauses.

## 1.9 EXECUTION OF WORK

- A. All work shall be performed in a phased and orderly manner and completely coordinated with the Field Inspector.
- B. The Contractor shall include the cost of performing work during other than normal working hours, at overtime or premium wage rates, in the bid price. The Contractor will not receive any separate or additional payment for work during other than normal working hours above that lump sum bid for the work included under this Contract.

## MEASUREMENT AND PAYMENT

Payment for this work will be deemed included in all other items being bid.

END OF SECTION

## ITEM 3B - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Clauses, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
  - 1. Ground bonding common with lightning protection system.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: UL listed and labeled as defined in NFPA 70, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Bonding Conductor: No. 4/0, stranded conductor.
  - 4. Bonding Jumper: As specified on the Contract Drawings.

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors: Copper or copper alloy, pressure type with at least two bolts.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions, and as specified on the Contract Drawings.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 4/0 AWG minimum.
  - 1. Bury at least 30 inches below grade.
- C. Conductor Terminations and Connections:
  - 1. Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.

### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Single-phase motor and appliance branch circuits.
  - 5. Three-phase motor and appliance branch circuits.
  - 6. Flexible raceway runs.

7. Metal-clad cable runs.

- C. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- D. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.

### 3.4 LABELING

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for instruction signs. The label or its text shall be green.

### 3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  3. Test completed grounding system at each location where a maximum ground-resistance level is specified.
  4. Prepare dimensioned Drawings locating each grounding electrodes.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 10 ohms.
  2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
  3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
  4. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

MEASUREMENT AND PAYMENT:

Payment for this work will be deemed included in all other items being bid.

END OF SECTION

## ITEM 4A-- RESTORATION

### R.1 WORK INCLUDED:

- A. Under this item the Contractor shall provide all the labor, materials, and equipment necessary to restore the site/roof to its original condition. All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All manmade or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.
- B. Physical features damaged outside the limits of the work, as determined by the Engineer, shall be repaired as described in the "General Conditions."
- C. Restoration of utility lines of private companies or municipalities is covered under the General Conditions and is not included as part of this item.

### R.2 PROCEDURE:

- A. After the new work in an area has been completed, tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features disturbed shall proceed.
- B. These features are of the general types outlined below but not necessarily limited to these specific items, as this specification item covers all required restoration work within general categories:
  - 1. TREES, shrubbery and bushes.
  - 2. GARDENS (Rock gardens, flowers annual, perennials, etc.) with all soils and mulches.
  - 3. GROUND COVERS (Pachysandra, myrtle, phlox, ivy, etc.) with all soils and mulches.
  - 4. LAWNS (Fescues, bluegrasses, perennial ryes, zoysia, etc.) with all topsoils or sod. See paragraph "Grass Areas" below.
  - 5. WALLS and wall footings (stone, masonry, brick, dry bound etc.)
  - 6. GUIDE RAILING & FENCES (Chain link, picket, board, barbed wire, "W" Beam, Box Beam). This shall include such new work as footings, posts, guys or braces as may be required to secure the work.
  - 7. SIDEWALKS, PATHWAYS, PATIOS (Concrete, flagstone, crushed stone, precast slab, brick, gravel, slate, terrazzo, tile).

8. CURBS and curb footings (Concrete, asphalt, granite, stone brick, metal, etc.)
9. DRIVEWAYS (Concrete, slab, gravel, crushed stone and asphalt).
10. PRIVATE UNDERGROUND UTILITIES (Footing drains, roof leader drain, dry wells, private electric cables, sprinkler system, swimming pool appurtenances, septic fields, etc.)
11. FRONT OR REAR YARD MAN-MADE FEATURES (Mail boxes, sign posts, lamp posts, dog houses, bird baths, pigeon coops, storage sheds, fireplaces, barbecue pits, trash burning pits, playing courts, religious crèches, awnings, gates, wells, etc.) can best be handled if they are carefully removed and replaced after the construction. Those disturbed, damaged, or destroyed shall be reset, repaired, or replaced.

C. Equivalent Items

1. All features damaged or destroyed shall be repaired or restored with features equal to or better than the original ones. The Contractor shall make all reasonable attempts to satisfy the owner of the features but the Owner shall be the judge as to the reasonableness of equivalency of repaired and restored features.
2. In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the Contractor may substitute other similar item whose total value shall equal that of the destroyed one. This shall be done to the satisfaction of the owner of the item. In such cases the Contractor shall secure a written release from the homeowner stating that he is accepting a substitute for the destroyed item and that he releases the Contractor and the Owner from further claims for said item. The Superintendent of Public Works shall be the judge of the value of the destroyed and the value of the restored items and the reasonableness of the substitution.

D. Grass Areas

1. Immediately after backfilling, grass areas shall be temporarily restored using fast germinating annual or perennial rye grass seed. The patched area shall be watered as necessary to insure proper germination.
2. All disturbed grass areas shall be permanently replaced during the planting seasons from April 7th to May 15th and from August 25th to October 1st as follows:
  - (a) Harrow the ground.
  - (b) Remove weeds and other undesirable growth.
  - (c) Furnish and place a minimum of four (4) inches of screened topsoil obtained from a local nursery.

- (d) Rake and grade topsoil to match adjoining area; the Engineer is to approve the grading before fertilizing and seeding.
  - (e) Furnish and place 15 lb. of fertilizer containing by percentage of weight: Kentucky Bluegrass 50%, Red Top 5%, Pennlawn Fescues 25%, Creeping Red Fescues 20%, to every 1,000 square feet of area. If this specific mixture is unavailable, the Contractor shall request permission to utilize a specific comparable mixture.
  - (f) The Contractor shall water the newly planted grass until the grass reaches a stand of four (4) inches.
  - (g) The Contractor shall be responsible for restored grass areas until final acceptance by the Owner. He shall regrade, reseed, refertilize, etc., any grass that has failed to maintain a dense stand or any area that has lost its grade due to settlement of the trench. The finished restored area shall be free of weeds and shall have the same density of grass as the adjoining areas.
  - (h) In lawn areas that contain Zoysia grasses the Contractor shall replace the area with the same.
3. In lieu of the above method of placing topsoil and seeding, the Contractor may substitute sodding, at his own option and at no extra cost to the Owner.

E. Protection of Trees

1. The Contractor is advised that the construction has been located to avoid tree clusters and individual mature trees. In constructing the contract work, the Contractor shall coordinate construction activities in the vicinity of street trees with the Owner. The trunks are to be protected with heavy wooden fences. All trees in the vicinity of construction activity are to be secured in a manner acceptable to the Engineer to prevent toppling. The Contractor shall avoid cutting more than one-third (1/3) of a tree root system, as measured by the perimeter of the canopy. The Contractor shall avoid cutting roots greater than one inch in diameter. Under low canopy trees the Contractor shall modify the vertical extension of the construction equipment boom to avoid injury to the low tree branches. Construction equipment movement in the vicinity of trees shall be kept to a minimum to avoid compaction of the soil around the trunks of trees. During backfill operations the Contractor shall avoid excessive tamping of earth around the roots and trunks, and shall apply an approved mulch to the roots during the operation.

F. Maintenance

1. All work done as part of this item shall be maintained for a period of one year after the completion of the project by this contract and secured by the maintenance bond.

2. Trenches that have settled shall be refilled to the proper grade. If this refilling operation disturbs the previous restoration of lawns etc., the lawns, etc., shall again be restored to their original condition under this item and at no additional cost to the Owner.
3. Items replaced replanted or restored shall be protected to insure their proper establishment. This protection may take any form required such as guying, wrapping, covering, barricades, shoring, etc.

G. Regrading Surfaces to Finished Grade

1. In some instances, grading by machines will not be considered as properly or satisfactorily graded to the required finished grades. In these instances, hand grading such as raking rolling, trimming, etc. will be ordered by the Engineer to complete the work satisfactorily.

H. Release

1. The Owner will require the Contractor to obtain a written release from any or all private property owners and/or public agencies as to satisfactory restoration of easement or permit areas, or written acceptance of other considerations or substitutions in lieu of such satisfactory restoration. Final payment may be withheld pending receipt of such releases.

R.3 MEASUREMENT AND PAYMENT

No measurement for payment under this item shall be made, as this item includes all work or materials that may be required to restore the site. Payment for this work is deemed included in all items of this contract and no separate payment will be made therefore.

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