# Request for Bids

# CHEMKA POOL STORM DAMAGE RECOVERY

# **SPECIFICATIONS**

(Dated: 04/05/2022)

Opening Date: Monday, April 18, 2022 10:00 A.M.

Bids will be opened in the Village Hall Meeting Room 7 Maple Avenue Hastings-on-Hudson, NY 10706

> Village of Hastings-on-Hudson 7 Maple Avenue Hastings-on-Hudson, NY 10706

> > Tel: (914) 478-3400 Fax: (914) 478-4624

Website: www.hastingsgov.org

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# **NOTICE TO BIDDERS**

The Village of Hastings on Hudson herby invites the submission of sealed bids for:

# Request for Bids Chemka Pool Storm Damage Recovery

Proposals will be received until 10:00 A.M. on:

**Date** 

April 18, 2022

By:

# **Anthony Costantini**

Village Clerk 7 Maple Avenue Hastings-on-Hudson, NY 10706

The scope of work includes select pool filtration equipment removal and replacement, electrical distribution and construction of new concrete driveway at Chemka Pool in the Village of Hastings-on-Hudson, and will be made available beginning on Tuesday, April 5, 2022 online at <a href="https://www.hastingsgov.org/village-clerk/pages/rfps-and-bid-documents">https://www.hastingsgov.org/village-clerk/pages/rfps-and-bid-documents</a> or by sending an email to the Village Clerk at <a href="mailto:ACostantini@hastingsgov.org">ACostantini@hastingsgov.org</a>.

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: <a href="https://www.bidnetdirect.com/new-york/hastings-on-hudson">www.bidnetdirect.com/new-york/hastings-on-hudson</a>

Proposals will be opened April 18, 2022 at 10:00 A.M.

Awards will be made at a meeting to be held at a later date Clearly label your package:

#### **Chemka Pool Storm Damage Recovery**

The Village of Hastings-on-Hudson reserves the right to reject any or all proposals.

Interested Consultants may submit questions in writing to <u>villagemanager@hastingsgov.org</u> up to 4:00 PM on April 12, 2022.

Answers will be posted online at <a href="https://www.hastingsgov.org/village-clerk/pages/rfps-and-bid-documents">https://www.hastingsgov.org/village-clerk/pages/rfps-and-bid-documents</a> in the appropriate Bid Document file and distributed to all known bidders by 4:00 P.M. on April 15, 2022.

#### **SECTION B**

# **INSTRUCTIONS TO BIDDERS**

- **1. DOCUMENTS:** Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Invitation to Bid." A complete set of Documents consists of the following:
  - a. A bound copy of the Specifications
  - b. Addenda (if any)
  - c. Contract Plans (if any)
- 2. **PROPOSALS:** To be considered, proposals on the forms included herein, must be a set in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are 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.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. Bids may be submitted in sealed envelopes addressed to Village Clerk, Village of Hastings-on-Hudson, NY, 10706 and be clearly identified with (1) Project Name, (2) Name of Bidder and address, or online through BidNet Direct. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone or telegraphic bids will not be accepted.

3. QUALIFICATIONS OF BIDDERS: The Owner may make such investigations as he 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 Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out 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 bid security.

- 4. CONDITIONS OF WORK: Each Bidder must inform himself fully of conditions relating to the construction and labor under which 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. If rock probes or test borings have been made by the Owner, they will be made available to the Contractor for inspection on the same conditions. Bid shall include the complete costs of furnishing all materials, with the Drawings and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any 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.
- 5. ADDENDA AND INTERPRETATION: Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Village Manager <a href="mailto:villagemanager@hastingsgov.org">villagemanager@hastingsgov.org</a>, and, to be given any consideration, must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations, any supplemental instructions, will be in the form of written Addenda and will be mailed to all known Bidders and posted to the Village's website and BidNet Direct.. The failure of any Bidder to receive any such addenda will not relieve the Bidder of any obligation under his Bid submitted. Any Addenda so issued shall become 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 percent (5%) of his bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if in case he is awarded the contract, and he shall thereafter fail to execute a Contract with the Owner 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.

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of the Bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed the Contract Documents. 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 filing and approval of the bonds and insurance.

- 7. **INSURANCE REQUIRED:** The successful Bidder will be required to procure any pay for the following types of insurance, in accordance with the provision listed in Pages E-1 through E-3.
  - a. General Liability Insurance
  - b. Automobile Liability Insurance
  - c. Compensation, Disability and Employer's Liability Insurance
  - d. Unemployment Insurance
- 8. SECURITY FOR FAITHFUL PERFORMANCE: The Contractor shall, prior to execution of the Contract submit two separate executed bonds, (1) a Performance Bond in an 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 D - 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 Owner and are authorized to transact business in the State of New York.

In addition, at the time of final payment, a two year Maintenance Bond guaranteeing against defective materials and workmanship will be required in an amount equal to one hundred percent (100%) of the contract amount.

- **9. FORM OF AGREEMENT:** The form of agreement is included in these documents in Section D.
- **10. AWARD:** The contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Village 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 further reserves the right to reject any and all bids.
- **11. OWNER:** Village of Hastings-on-Hudson, Westchester County, New York.
- 12. 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 Hastings-on-Hudson are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

- **13. REQUIRED SUBMISSIONS:** Prior to award, the successful bidder will be required to meet the following requirements:
  - a. The successful bidder must provide the Village with a certificate issued by the Secretary of State 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.

# SECTION C BID PROPOSAL

# CHEMKA POOL STORM DAMAGE RECOVERY Village of Hastings-on-Hudson, NEW YORK

<b>TO:</b> Village Manager	Bid Submitted By:	
Village of Hastings-on-Hudson 7 Maple Avenue Hastings-on-Hudson, NY 10706	(Name)	
	(Address)	
	(Telephone No.)	
	(Federal ID Number)	

- 1. I/We do hereby declare that I/we have carefully examined the Instructions to Bidders, the Plans, Profiles and other drawings 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 Plans and Specifications therefore within fifteen (15) 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 shall have the power to rescind said award and also that the said Village shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
- 5. I/We do also declare and agree I/we will commence the work within five (5) days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract an do authorize the said Village, 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. I/we further agree that the Owner may deduct for liquidated damages the sums set forth in the Special Conditions if I/we fail to complete the work within the time limits specified.

#### BID PROPOSAL (cont.)

- 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; and
  - (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 to submit a bid for the purpose of restricting competition; and
  - (d) No member of the Village of Hastings-on-Hudson or any officer or employee of the Village of Hastings-on-Hudson, New York, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment 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 bids, and that within said period of forty five (45) days, the Village will accept or reject this proposal, or this time 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 as the signator on this proposal in behalf of this corporation.
- 9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
- 10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
- 11. I/We will accept, in full payment for the completed work, the following unit prices as my/our base bid.
- 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 unit price of that item.

**Total bid for estimated quantities:				
Amount in Figures: \$				
Amou	nt in Words			
each item). It is stated here only as a convenier addition or multiplication, the unit prices for each made on the basis of correct arithmetic appli	nsions (unit price multiplied by estimated quantity, for nce for comparison of bids. If there are any errors in the item shall govern, and the bid comparison will be lied to these unit prices. In case of discrepancy be in numbers, the unit price in words shall govern.			
	and are only for bid comparison purposes and final rdless of the estimated quantities contained herein.			
(Legal Name of Bidder)	Date:			
(Authorized Signature)	<u> </u>			
	Corporate Seal (if incorporated)			
Bidder acknowledges receipt of Addenda as foll	lows:			
	(Signature)			
	(Signature)			
	(Signature)			

# **BID FORM**

DO NOT REMOVE THIS PAGE FROM BOOK

		YOUGH A	TOTAL TIME TIME STATE TO BE TO THE TOTAL TIME TO THE TOTAL TIME TO	TOIGG CIG TIME	CRV	CIG HILLOWA
ITEM No.	LIND	APPROX.	LEM DESCRIPTION, TRICE PER ONL; COMPTEELS IN PLACE, LIEMS WITH ONL TRICE	5		-
		QUANTITY	WRITTEN WORDS	DOLLARS CENTS	TS DOLLAR	S CENTS
			BASE BID - SWIMMING POOL WORK			
_	ST	~				
			DOLLARS CENTS			
			BASE BID - ELECTRICAL WORK			
7	S	_				
			FOR:			
			DOLLARS CENTS			
			BASE BID - CHEMICAL BULK STORAGE WORK			
ю	ST	~				
			FOR:			
			DOLLARS CENTS			
			CONTINGENCY*			
4	S	~		\$20,000 00		
			FOR:			
			DOLLARS CENTS			
TOTAL BID V	WRITTEN IN V	NORDS: (add	TOTAL BID WRITTEN IN WORDS: (add Item #1,2,3 & 4)			
FOR:	ά.					
			DOLLARS CENTS	UNIT BID PRICE	AMOU	AMOUNT BID
				DOLLARS CENTS	٥	2 CENTS

NOTE: ALL BIDS MUST BE ACCOMPANIED BY AN EXECUTED AND ACKNOWLEDGED NON-COLLUSIVE BIDDING CERTIFICATE. FAILURE TO DO THIS MAY INVALIDATE A BID IN IT'S ENTIRETY.

# GENERAL COMMENTS:

<sup>\*:</sup> THIS IS A CONTINGENCY ITEM TO BE USED AS DIRECTED BY THE ENGINEER.

<sup>\*\*:</sup> BIDS WILL BE COMPARED BASED ON TOTAL BID PRICE BASED ON PROVIDED CONSTRUCTION DOCUMENTS

# **STATEMENT OF QUALIFICATIONS**

The following is a list of places where we have performed work of similar character and magnitude, together with references:

LOCATION	DESCRIPTION OF WORK	APPROXIMATE COST	NAME & PHONE OF ENGINEER/OWNER

The full name and places of residence foregoing proposal are as follows:	of all	persons	and	parties	interested	as	principals	in the
	_							
	-							
	-							
	-							
	=1							

# **AFFIRMATIVE ACTION CERTIFICATION**

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

# **BIDDERS' CERTIFICATION**

(Bidd	er)	certifies that:
1.	They	intend to use the following listed construction trades in the work under the contract
		<u>;</u> and
2.	a.	As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part 1 of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of the Plan, those trades being:
		and/or
	b.	as 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 manpower utilization goals and the specific affirmative actions steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these Bid conditions, those trades being:
		and/or

3. They will obtain from each of their 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.

# NON-COLLUSIVE BIDDING CERTIFICATION

	Date:				
and in t	mission of this bid, each bidder and each person signing on behalf of any bidder certifies, he case of a joint bid, each party thereto certifies as to its own organization, under penalty of				
perjury,	that to the best of knowledge and belief:				
(1)	The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;				
(2)	Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and				
(3)	No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.				
I hereby	y affirm under the penalties of perjury that the foregoing statement is true.				
	Company				
	Ву				
	Title				
	Address				
	Phone				

# **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NEW YORK	)
COUNTY OF WESTCHESTER	) SS: )
On this day of	, in the year 20, before
me personally came	to be
	e person described in and who executed the foregoing instrument,
	Notary Public
	PARTNERSHIP ACKNOWLEDGMENT
STATE OF NEW YORK	)
COUNTY OF WESTCHESTER	) SS: )
On this day of	, in the year 20, before
me personally came	
	or, to be the person described in and who executed the foregoing d to me that he executed the same as and for the act and deed of Notary Public
	CORPORATION ACKNOWLEDGMENT
STATE OF NEW YORK	)
COUNTY OF WESTCHESTER	) SS: )
On this day of	, in the year 20, before
me personally came	to me known, who, being by me
duly sworn, did depose and say	hat he resides in/at
corporate seal of the said corpor	nd which executed the foregoing instrument, that he knows the ration, that the seal affixed to the said instrument is such corporate or order of the Board of Directors of the said corporation, and that he
	Notary Public

# CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

(To be Completed by Each Bidder)

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Hastings-on-Hudson (the "Village") receive information that a bidder/proposer is in violation of the above referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I,(Name of Individual Signing t	this Certification), being duly s	sworn, deposes and says that he/she
Is the (Title/Position of Signer)	of the(Name of Bidder/P	and that neither roposer)
The bidder/proposer nor any pro	oposed subcontractor is identifi	ed on the Prohibited Entities List.
		Print Company Name
	By:	
	, .	Signature
		Title
Sworn to before me this		
day of, 20	-	
Notary Public		

# **SECTION D**

# **FORM OF AGREEMENT**

The Contract form will be as shown on Pages D-2 through D-4.

# FORM OF BID BOND

The Bid Bond form will be the "Bid Bond" A.I.A. Document A310, Dated, February 1970

#### FORM OF PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The form of Performance Bond and Labor and Material Payment Bond, will be the "Performance Bond and Labor and Material Payment Bond,"

A.I.A. Document A311, Dated February 1970

These are shown on Pages D-5 through D-8

# **FORM OF GENERAL RELEASE**

The form of General Release is included on Page D-9

#### FORM OF MAINTENANCE BOND

The form of Maintenance Bond will be shown on Pages D-10 and D-11

PROJECT:	CHEMKA POOL STORM	I DAMAGE RECOVERY	
BID DATE:	April 18, 2022		
		AGREEMENT	
THIS AGREEN	#FNT_made this	day of	, 20, by
	<u></u>		, _=, _=,,
	organized and existing und		
		)*(a partnership consistir	ng of
		)*(an individual trading a	s
		)*(hereinafter called the '	"Contractor"
and Villa	age of Hastings-on-Huds	son hereinafte	r called the <b>"Owner."</b>
WITNE mutually agree		or and the Owner for the co	nsiderations stated herein
personnel, laboutility and trans work for the co	or, materials, machinery, to sportation services and pe mpletion of this Contract i		ment and services, including and required supplemental hereinafter referenced
the Contract in in the bid for th	current funds, for the tota e respective items of work		
*Strike out the	two terms not applicable.		

<u>Article 3. Contract Documents.</u> The Contract Documents shall consist of the following (including their attachments and exhibits):

a.	This agreement	f.	Special Conditions
b.	Addenda (if any)	g.	General Conditions
C.	Invitation for Bids	ĥ.	Technical Specifications
d.	Instructions to Bidders	i.	Drawings (as listed in the
e.	Signed Copy of Bid, with all		Schedule of Drawings)
	attachments required for the	j.	Payment & Performance Bonds
	bidding.	k.	Certificates of Insurance

This Agreement, together with other 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 this AGREEMENT to be executed in five (5) original copies on the day and year first above written.

ATTES	ST:
	(Contractor)
Bv:	
- J · <u></u>	
Title:_	
	Village of Hastings-on-Hudson
	(Owner)
By:	
Бу	(Mary Beth Murphy, Village Manager)

STATE OF NEW YORK		<b>)</b>			
COUNTY OF WESTCHEST	ER	SS.			
On the day of _ Beth Murphy to me known, Katonah, New York; that s municipal corporation descr the seal of said corporation was affixed by order of the thereto by like order.	he is the ibed in, ; that the	e Village Ma and which e e seal affixe	anager of the Village of Ha executed the foregoing instr ed to said instrument is suc	astings ument h corpo	-on-Hudson, the ;; that she knows orate seal; that i
			Notary Public		
STATE OF NEW YORK COUNTY OF WESTCHEST	「ER	} ss.			
On the	_day of _			20	, before me
personally came			to me known, who	, being	by me duly
sworn, did depose and say	that he r	esides in			
that he is the the corporation described in of said corporation; that the affixed by order of the Board by like order.	seal affi	xed to said i	nstrument is such corporate	e seal;	that it was so
			Notary Public		

# **CORPORATE ACKNOWLEDGMENT**

On theday of	STATE OF NEW YORK	
	COUNTY OF WESTCHESTER	ss.
that he is the	On theday of	20, before me personally came
that he is the		, to me known, who, being by me duly sworn,
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her name thereto by like order.    Notary Public	did depose and say that he resides at	
STATE OF NEW YORK  COUNTY OF WESTCHESTER  Ss.  On theday of, 20, before me personally came, to me known, who, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.	said corporation; that the seal affixed to was so affixed by authority of the Board	the within instrument is such corporate seal; and that it
STATE OF NEW YORK  COUNTY OF WESTCHESTER  On the		Notary Public
On theday of, to me known, who, being by me duly sworn,  did depose and say that he is an Attorney-in-Fact of the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.	SURET	Y ACKNOWLEDGMENT
On the	STATE OF NEW YORK	) <sub>22</sub>
	COUNTY OF WESTCHESTER	SSS.
did depose and say that he is an Attorney-in-Fact of the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.	On theday of	, 20, before me personally came
the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.		, to me known, who, being by me duly sworn,
Notary Public	the corporation described in and which esaid corporation; that the seal affixed signed the within instrument and affixed	executed the within instrument; that he knows the seal of to the within instrument is such corporate seal; and he the said seal as Attorney-in-Fact by authority of the Board
ATTACHMENT:  1. POWER OF ATTORNEY		Notary Public

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# **CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK	<b>)</b>
COUNTY OF WESTCHESTER	SS.
On theday of	, 20, before me personally came
	, to me known, who, being by me duly sworn,
did depose and say that he resides at;	
said corporation; that the seal affixed	of
	Notary Public
SURE	ETY ACKNOWLEDGMENT
STATE OF NEW YORK	
COUNTY OF WESTCHESTER	SS.
On theday of	, 20, before me personally came
	, to me known, who, being by me duly sworn,
said corporation; that the seal affixed signed the within instrument and affixed	ney-in-Fact of
ATTACHMENT:  1. POWER OF ATTORNEY	Notary Public

# **GENERAL RELEASE**

(To be submitted with requisition for final payment)

KNOW ALL MEN BY THESE PRESENTS,	
for and in appoid pratian of the arms of	(Contractor)
for and in consideration of the sum of	mount of contract)
lawful money of the United States of Ame Hudson, have remised, released, quit-claim for its successors and assigns remise, rele of Hastings-on-Hudson, and its successors all manner of action and actions, cause and money, accounts, reckonings, bonds, b agreements, promises, variances, trespass and demands whatsoever in law and equity he now has, ever had, or which he or his hor may have, for upon or by reason of any of the world to the day of the date of these with contract entered into between parties hor supplements thereto.	erica, to it in hand paid by the Village of Hastings-on- ned, and forever discharged, and by these presents do ase, quit-claim, and forever discharge the said Village and assigns and administrators, of and from any and I causes of action, suits, debts, dues, sum and sums of ills, specialties, covenants, contract, controversies, ses, damages, judgments, extents, executions, claims which against the said Village of Hastings-on-Hudson neirs, executors, or administrators hereafter can, shall, matter, cause or thing whatsoever, from the beginning expresents rising out of the construction, in accordance nereto, dated, 20, and any admittance
by itsand its corporate	I corporation has caused this agreement to be signed seal to be hereto affixed and duly attested
by its, thisday of	, 20
(Corporate Seal)	E ACKNOWLEDGMENT
STATE OF NEW YORK	)
COUNTY OF WESTCHESTER	SS.
On theday of	, 20, before me personally
came	, to me known, who, being by me duly
sworn, did depose and say that (s)he reside	es in;
corporation; that the seal affixed to the with	the corporation n instrument; that he knows the corporate seal of said in instrument is such corporate seal; and that it was so as of said Corporation and that he signed his/her name
	Notary Public

# 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 Sta	ate of New York at	
	(hereinafter calle	d the Surety), are held
and firmly bound unto the		
(hereinafter called the Obligee) as Obligee in t	he sum of:	
the money of the United States of America, fo themselves, their successors and assigns, joir		
Signed, sealed and dated this	_ day of, 20	·
WHEREAS, the Principal heretofore e	ntered into a written contract	with Obligee for (enter
project name here)		
· ·		
WHEREAS, the Contract provides that	t the Principal shall guarantee	·
NOW, THEREFORE, the condition of shall indemnify the Obligee against loss by rappear in the work under said contract with acceptance of the work, then this obligation effect.	eason of his materials or we in the period of <u>two</u> yea	orkmanship which may ar (s) from the date of
CONTRACTOR AS PRINCIPAL:	SURET	
	OOKE	Υ:
Company:	Company:	
Signature:		
. ,	Company:	

(Corporate and Surety Acknowledgments must be notarized; see page D-11)

# **CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK	
COUNTY OF WESTCHESTER SS.	
On theday of, 2	0, before me personally came
, to me known, who, beir	ng by me duly sworn, did depose
and say that he resides in	<u>;</u>
that he is theof_ the corporation described in and which executed the within it said corporation; that the seal affixed to the within instrumer was so affixed by authority of the Board of Directors of said Coname thereto by like order.	nt is such corporate seal; and that it
Notary Public	
SURETY ACKNOWLEDGMI	ENT
STATE OF NEW YORK COUNTY OF WESTCHESTER  SS.	
On theday of, 20	<u> </u>
did depose and say that he is an Attorney-in-Fact of the corporation described in and which executed the within in said corporation; that the seal affixed to the within instrum signed the within instrument and affixed the said seal as Attor of Directors of said Corporation and by authority of the standing	ent is such corporate seal; and he rney-in-Fact by authority of the Board
Notary Public ATTACHMENT:  1. POWER OF ATTORNEY	

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#### **SECTION E**

#### **INSURANCE**

- 1. The Contractor, prior to signing of the contract, shall provide to the Village of Hastings-on-Hudson, and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. <u>General Liability Insurance</u> with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
    - (1) Premises Operations;
    - (2) Contractual as respect this contract including the indemnification set forth in Section 146 Indemnity Clause of the General Conditions.
    - (3) Any deductibles shall not be the liability of the Village of Hastings-on-Hudson.
- b. Owners and Contractors Protective Liability Policy \$1,000,000 single limit endorsed that Village of Hastings-on-Hudson. is not responsible for premium.
  - c. <u>Automobile Liability Insurance</u> with a single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - (1) Owner automobiles;
    - (2) Hired automobiles;
    - (3) Non-owned automobiles.
  - d. Compensation, Disability and Employer's Liability Insurance The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

e. <u>Unemployment Insurance</u> - The Contractor for the agreed consideration, promises

and agrees to pay the contributions measured by the wages of his 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 Contractors and his subcontractors assessed against the owner under the authority of said law.

- 2. All policies and certificates of insurance of the Contractor shall state that "the Village of Hastings-on-Hudson is an additional insured" under the policy.
- 3. The Contractor, as part of the Contract, shall agree to the following clauses for all policies and certificates of insurance:
  - a. The insurance companies issuing the policy or policies shall have no recourse against the Village of Hastings-on-Hudson for payment of any premiums or for assessments under any form of policy.
  - b. 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. The Contractor agrees to indemnify and hold harmless the Village of Hastings-on-Hudson and it offices, employees, agents and officials for any and all such deductibles.
  - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Village Manager, Village of Hastings-on-Hudson, 7 Maple Avenue, Hastings-on-Hudson, New York 10706, by registered mail, return receipt requested.
- 4. All property losses shall be made payable to and adjusted with the Village.
- 5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
- 6. Other coverage may be required by the Village of Hastings-on-Hudson based on specific needs.
- 7. I, at any time, any of the said policies shall be or become unsatisfactory to the Village, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Village, the Contractor shall promptly obtain a new policy, submit the same to the Department of Law of the Village of Hastngs-on-Hudson for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Village, 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 the obligations of the Contractor.

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8. In the event that claims in excess of these amounts are filed by reason of any operations

under the contract, 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.

# **SECTION F**

Westchester County

NEW YORK STATE Prevailing Wage Rates

Kathy Hochul, Governor	
	MENTO

Roberta Reardon, Commissioner

Hstings-on-Hudson

Steve Rimkunas, Engineer 44 Elm Street Suite 10 Huntington NY 11743 Schedule Year Date Requested PRC#

2021 through 2022 04/04/2022 2022003615

Location

Chemka Pool Park

Project ID#

Project Type Remove and replace electrical distribution and pool filtration system destroyed during flooding from

hurricane Ida

#### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website <a href="www.labor.ny.gov">www.labor.ny.gov</a>. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT		
Date Completed:	Date Cancelled:	
Name & Title of Representative:		

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

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

# Introduction

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

# Responsibilities of the Department of Jurisdiction

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

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

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

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

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

#### Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

# **Wages and Supplements**

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

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

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

# **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

# Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

# Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

# **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

#### **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

#### Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

#### **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

#### **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

# **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

# **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

# **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Roberta Reardon, Commissioner

Hstings-on-Hudson

Kathy Hochul, Governor

Steve Rimkunas, Engineer 44 Elm Street Suite 10 Huntington NY 11743 Schedule Year Date Requested PRC# 2021 through 2022 04/04/2022 2022003615

Location

Chemka Pool Park

Project ID#

Project Type Remove and replace electrical distribution and pool filtration system destroyed during flooding from

hurricane Ida

#### **Notice of Contract Award**

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

# Contractor Information All information must be supplied

Federal Employer Identification N	lumber:	
City:  Amount of Contract:  Approximate Starting Date:  Approximate Completion Date:	State:	Zip:  Contract Type:  [ ] (01) General Construction  [ ] (02) Heating/Ventilation  [ ] (03) Electrical  [ ] (04) Plumbing  [ ] (05) Other :

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

#### **Social Security Numbers on Certified Payrolls:**

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

#### Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. https://labor.ny.gov/formsdocs/ui/IA999.pdf

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

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

#### Effective June 23, 2020

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# B-610

#### **Public Work Enforcement Fund**

effective date December 7, 2005

# 1. Purpose and Scope:

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

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

# 2. Background and Statutory References:

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

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

# 3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

# Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

#### The law says that you are an employee unless:

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

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

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.

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

• **Civil Penalty** First offense: Up to \$2,500 per employee

Subsequent offense(s): Up to \$5,000 per employee

• Criminal Penalty First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine

and debarment from performing public work for up to one year.

Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5

years.

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

#### **Employer Name:**

New York State Department of Labor Bureau of Public Work

# Attention Employees

# THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007: These wages are set by law and must be posted at the work site. They can also be found at: <a href="https://www.labor.ny.gov">www.labor.ny.gov</a>

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name:			
Project Location:			

### Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

#### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

#### **WICKS**

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

#### 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 that 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) 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 04/01/2022

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: 07/01/2021

Boilermaker \$ 63.38 Repairs & Renovations 63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Boilermaker 32% of hourly
Repair \$ Renovations Wage Paid
+ \$ 25.38

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 pecentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

Apprentice(s)

O7/01/2021
32% of Hourly
Wage Paid Plus
Amount Below

 1st Term
 \$ 19.41

 2nd Term
 20.26

 3rd Term
 21.11

 4th Term
 21.96

 5th Term
 22.82

 6th Term
 23.68

 7th Term
 24.52

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

4-5

 Carpenter
 04/01/2022

JOB DESCRIPTION Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES** 

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

**WAGES** 

Per hour: 07/01/2021

Piledriver \$ 56.93 Dockbuilder \$ 56.93 SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

**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 \$23.37 \$28.97 \$37.35 \$45.74

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

Carpenter 04/01/2022

JOB DESCRIPTION Carpenter DISTRICT 8

**ENTIRE COUNTIES** 

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

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

**SUPPLEMENTAL BENEFITS** 

Per hour:

\$46.97

**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 \$ 24.55 \$ 27.55 \$ 31.80 \$ 39.68

Supplemental benefits per hour:

1st 2nd 3rd 4th \$ 16.19 \$ 17.69 \$ 21.29 \$ 23.29

8-2287

Carpenter 04/01/2022

**ENTIRE COUNTIES** 

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

**WAGES** 

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80 Marine Tender 51.34

**SUPPLEMENTAL BENEFITS** 

Per Hour:

Journeyworker \$ 53.33

**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
 \$ 23.37

 2nd year
 28.97

 3rd year
 37.35

 4th year
 45.74

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter 04/01/2022

JOB DESCRIPTION Carpenter DISTRICT 8

**ENTIRE COUNTIES** 

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

**WAGES** 

Per hour: 07/01/2021

Building

Millwright \$57.00

**SUPPLEMENTAL BENEFITS** 

Per hour:

Millwright \$ 54.60

**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. \$30.74 \$36.19 \$41.64 \$52.54

Supplemental benefits per hour:

One (1) year terms:

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

\$35.03

\$38.73

\$43.08

\$49.84

Carpenter 04/01/2022

JOB DESCRIPTION Carpenter **DISTRICT** 8

**ENTIRE COUNTIES** 

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

Per Hour:

07/01/2021

Timberman \$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$52.78

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:

> 3rd 4th 1st 2nd \$21.42 \$26.53 \$34.18 \$41.84

Supplemental benefits per hour:

All terms \$35.06

8-1556 Tm

8-740.1

Carpenter 04/01/2022

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

07/01/2021 10/18/2021 Per hour:

Core Drilling:

Driller \$41.74 \$42.27

32.92 33.47 Driller Helper

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:

\$29.40 \$30.60 Driller and Helper

Page 23

**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

04/01/2022

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES** 

Putnam, Rockland, Westchester

**WAGES** 

WAGES:(per hour)

07/01/2021

**BUILDING/HEAVY & HIGHWAY/TUNNEL:** 

Carpenter

Base Wage \$ 37.69 + \$7.63\*

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 \$31.91

#### **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 before July 1 2016

1st	2nd	3rd	4th
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*	+3.57*

<sup>\*</sup>For all hours paid straight or premium

<sup>\*</sup>For all hours paid straight or premium.

All terms \$ 16.28

Electrician 04/01/2022

JOB DESCRIPTION Electrician DISTRICT 9

**ENTIRE COUNTIES** 

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

**WAGES** 

Per hour: 07/01/2021

Service Technician \$ 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: \$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

11-279.1B/HH

Electrician 04/01/2022

JOB DESCRIPTION Electrician DISTRICT 8

**ENTIRE COUNTIES** 

Westchester

**WAGES** 

Per hour:	07/01/2021	04/21/2022
*Electrician/A-Technician	\$ 53.75	\$ 53.75
Teledata	53.75	53.75

<sup>\*</sup>All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

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:

Journeyworker \$ 52.73 \$ 54.39

**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:

07/01/2021	01/01/2022	04/21/2022
\$ 14.00	\$ 15.00	\$ 15.00
16.00	16.00	16.00
18.00	18.00	18.00
20.00	20.00	20.00
24.00	24.00	25.00
27.50	27.50	28.50
	\$ 14.00 16.00 18.00 20.00 24.00	\$ 14.00

Supplemental Benefits per hour:

	07/01/2021	04/21/2022
1st term	\$ 10.15	\$ 10.82
2nd term	13.05	13.05
3rd term	14.39	14.39
4th term	15.72	15.72
MIJ 1-12 months	13.39	13.49
MIJ 13-18 months	13.76	13.87

8-3/W

Electrician 04/01/2022

JOB DESCRIPTION Electrician DISTRICT 8

**ENTIRE COUNTIES** 

Westchester

**WAGES** 

	07/01/2021	04/21/2022	
Electrician -M	\$ 27.50	\$28.50	
H - Telephone	\$ 27.50	\$28.50	

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, 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.

\*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

#### **SUPPLEMENTAL BENEFITS**

07/01/2021 04/21/2022

Electrician &

H - Telephone \$ 13.76 \$13.87

**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 04/01/2022

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:

07/01/2021 03/17/2022

Elevator Constructor \$ 72.29 \$ 75.14

Modernization &

Service/Repair 56.77 59.09

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

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 will be liable for overtime payments for work over the allotted hours per day listed.

#### SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
Modernization & Service/Repairs	41.082	42.787

#### **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, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeymans wage of classification Working in.

#### 6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
SUPPLEMENTAL BENEF	ITS			
Elevator Constructor				
1st Term	\$ 0.00	\$	0.00	
2nd & 3rd Term	34.05	3	34.772	
4th & 5th Term	34.91	3	35.606	
6th & 7th Term	36.30	3	37.052	
8th & 9th Term	37.70	3	38.497	
Modernization &				
Service/Repair				
1st Term	\$ 0.00	\$	0.00	
2nd & 3rd Term	34.00	3	34.672	
4th & 5th Term	34.50	3	35.195	
6th & 7th Term	35.83	3	36.571	
8th & 9th Term	37.15	3	37.938	

Elevator Constructor 04/01/2022

#### JOB DESCRIPTION Elevator Constructor

**DISTRICT** 1

4-1

#### **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
 07/01/2021
 01/01/2022

 Mechanic
 \$ 62.51
 \$ 64.63

 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.

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**

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

Per hour

07/01/2021 01/01/2022

Journeyperson/Helper

\$ 35.825\* \$ 36.885\*

(\*)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 04/01/2022

#### 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:	7/01/2021	11/01/2021
Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

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

#### SUPPLEMENTAL BENEFITS

Per hour:	7/01/2021	11/01/2021
Journeyworker Glass tinting &	\$ 36.04 21.19	\$ 36.79 21.19
Window Film Repair & Maintenance	21.19	21.19

#### **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:

7/01/2021 11/01/2021

<sup>\*\*</sup>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.

1st term	\$ 20.72	\$ 21.00	
2nd term	28.66	28.87	
3rd term	34.67	34.94	
4th term	46.62	47.01	
Supplemental Benefits:			
(Per hour)			
1st term	\$ 16.58	\$ 16.80	
2nd term	23.57	23.99	
3rd term	26.09	26.57	
4th term	30.91	31.52	
			8-1087 (DC9 NYC)

Insulator - Heat & Frost 04/01/2022

JOB DESCRIPTION Insulator - Heat & Frost DISTRICT 8

**ENTIRE COUNTIES** 

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES** 

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

#### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$35.10

Discomfort &

Additional Training 37.06

Fire Stop Work:

Journeyworker 17.90

**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 \$ 30.07 \$ 35.30 \$ 40.54 \$ 45.78

Discomfort & Additional Training Apprentices:

1st 2nd 3rd 4th \$ 31.55 \$ 37.08 \$ 42.61 \$ 48.16

Supplemental Benefits paid per hour:

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

<sup>\*\*</sup>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

Insulator Apprentices:

 1st term
 \$ 17.90

 2nd term
 21.35

 3rd term
 24.79

 4th term
 28.23

Discomfort & Additional Training Apprentices:

 1st term
 \$ 18.89

 2nd term
 22.52

 3rd term
 26.16

 4th term
 29.80

8-91

<u>Ironworker</u> 04/01/2022

JOB DESCRIPTION Ironworker DISTRICT 9

**ENTIRE COUNTIES** 

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

WAGES

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone

Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 41.44

**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 07/01/2021 \$33.55 \$47.94 \$53.34 \$58.74

Supplemental benefits:

Per hour:

07/01/2021 \$21.18 \$31.45 \$31.45

9-197D/R

Ironworker 04/01/2022

JOB DESCRIPTION Ironworker DISTRICT 4

**ENTIRE COUNTIES** 

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

**WAGES** 

Per Hour: 07/01/2021 01/01/2022

 Ornamental
 \$ 46.15
 \$ 46.40

 Chain Link Fence
 46.15
 46.40

 Guide Rail
 46.15
 46.40

**SUPPLEMENTAL BENEFITS** 

Per hour:

Journeyworker: \$ 60.05 \$ 61.05

**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 after 9/1/18:

1 year terms

 1st Term
 \$ 20.63
 \$21.13

 2nd Term
 24.22
 24.77

 3rd Term
 27.80
 28.40

 4th Term
 31.38
 32.06

Supplemental Benefits per hour:

 1st Term
 \$ 17.89
 \$ 17.89

 2nd Term
 19.14
 19.14

 3rd Term
 20.40
 20.40

 4th Term
 21.66
 21.66

4-580-Or

Ironworker 04/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 4

**ENTIRE COUNTIES** 

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

**WAGES** 

PER HOUR:

07/01/2021 01/01/2022

Ironworker:

Structural \$ 54.20 \$ 54.95

Bridges Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 83.35 \$ 84.35

**OVERTIME PAY** 

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

\*NOTE: Benefits are calculated for every hour paid

**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
 \$28.21
 \$28.59

 2nd
 \$28.81
 \$29.19

 3rd - 6th
 \$29.42
 \$29.80

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90 \$58.42

4-40/361-Str

Ironworker 04/01/2022

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: 07/01/2021

Reinforcing &

Metal Lathing \$ 56.25

"Base" Wage \$ 54.70

plus \$ 1.55

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

**SUPPLEMENTAL BENEFITS** 

Per hour:

Reinforcing & \$38.30

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 \$45.08 Double Time \$51.33

**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:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

<sup>&</sup>quot;Base" Wage is used to calculate overtime hours ONLY.

#### SUPPLEMENTAL BENIFITS

Per Hour:

 1st term
 2nd term
 3rd term
 4th Term

 \$ 18.17
 \$ 21.34
 \$ 22.00
 \$ 20.50

4-46Reinf

Laborer - Building 04/01/2022

JOB DESCRIPTION Laborer - Building DISTRICT 8

**ENTIRE COUNTIES** Putnam, Westchester

**WAGES** 

07/01/2021

Laborer \$ 36.40 plus \$5.05\*\*

Laborer - Asbestos & Hazardous

Materials Removal \$43.10\*

- \* 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.

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.

<sup>\*\*</sup> This portion is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

**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

 0-1000
 1001-2000
 2001-3000
 3001-4000

 \$ 21.04
 \$ 24.86
 \$ 28.69
 \$ 32.51

Supplemental Benefits per hour:

**Apprentices** 

All terms \$ 21.15

8-235/B

Laborer - Heavy&Highway 04/01/2022

JOB DESCRIPTION Laborer - Heavy&Highway

**DISTRICT** 8

**ENTIRE COUNTIES** 

Putnam, Westchester

WAGES

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

.....

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

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

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, Compressed Airlance, Water Jet Lance.

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, Bio-remediation, Phytoremediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour)	07/01/2021
GROUP I GROUP II	\$45.65* 44.30*
GROUP III	43.90*
GROUP IV	43.55*
GROUP V	43.20*
GROUP VIA	45.20*
Operator Qualified	
Gas Mechanic(A Mech)	55.65*
Flagperson	36.85*

<sup>\*</sup>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 \$26.10

Over 40 Hours

Per Hour 19.85

**OVERTIME PAY** 

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

**HOLIDAY** 

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies

For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

**REGISTERED APPRENTICES** 

1st term 2nd term 3rd term 4th term 1-1000hrs 1001-2000hrs 2001-3000hrs 3001-4000hrs 07/01/2021 \$ 24.56 \$ 28.98 \$ 33.40 \$ 37.72

Supplemental Benefits per hour:

1st term \$ 4.70 - After 40 hours: \$ 4.45 2nd term \$ 4.80 - After 40 hours: \$ 4.45 3rd term \$ 5.30 - After 40 hours: \$ 4.85 4th term \$ 5.85 - After 40 hours: \$ 5.35

8-60H/H

Laborer - Tunnel 04/01/2022

#### 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)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	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 \$ 33.25 \$ 34.45

**DISTRICT** 6

Benefit 2	49.81	51.60
Benefit 3	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 04/01/2022

#### JOB DESCRIPTION Lineman Electrician

#### **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:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.71	\$ 59.01	\$ 60.41	\$ 61.91
Crane, Crawler Backhoe	57.71	59.01	60.41	61.91
Cable Splicer-Pipe Type	63.48	64.91	66.45	68.10
Digging Mach Operator	51.94	53.11	54.37	55.72
Cert. Welder-Pipe Type	60.60	61.96	63.43	65.01
Tractor Trailer Driver	49.05	50.16	51.35	52.62
Groundman, Truck Driver	46.17	47.21	48.33	49.53
Equipment Mechanic	46.17	47.21	48.33	49.53
Flagman	34.63	35.41	36.25	37.15

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):

\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
hourly Wage	hourly wage	hourly wage	hourly wage

Journeyman Lineman or	\$ 26.40	\$ 27.90	\$ 29.40	\$ 30.90
Equipment Operators	*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
with Crane License	hourly wage	hourly wage	hourly wage	hourly wage

<sup>\*</sup>The 7% 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. See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day. Overtime

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 at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of	\$ 25.90 *plus 7% of	\$ 26.40 *plus 7% of	\$ 26.90 *plus 7% of
hourly Wage	hourly wage	hourly wage	hourly wage

<sup>\*</sup>The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWest

Lineman Electrician - Teledata	04/01/2022
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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).

07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 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 \$ 5.14

\*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

#### Lineman Electrician - Traffic Signal, Lighting

04/01/2022

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/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:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 52.56	\$ 53.60	\$ 54.73	\$ 55.95
Crane, Crawler Backhoe	52.56	53.60	54.73	55.95
Certified Welder	55.19	56.28	57.47	58.75
Digging Machine	47.30	48.24	49.26	50.36
Tractor Trailer Driver	44.68	45.56	46.52	47.56
Groundman, Truck Driver	42.05	42.88	43.78	44.76
Equipment Mechanic	42.05	42.88	43.78	44.76
Flagman	31.54	32.16	32.84	33.57

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):

\$25.40 \$25.90 \$26.40 \$26.90 \*plus 7% of \*plus 7% of \*plus 7% of \*plus 7% of

	hourly Wage	hourly wage	hourly wage	hourly wage
Journeyman Lineman or	\$ 26.40	\$ 27.90	\$ 29.40	\$ 30.90
Equipment Operators	*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
with Crane License	hourly wage	hourly wage	hourly wage	hourly wage

<sup>\*</sup>The 7% 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**

See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day. Paid: 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 at the following percentage of the applicable Journeyman Lineman wage.

1st 60%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%		
SUPPLE	MENTAL BEN	EFITS per hou	ır: 07/01/20	021	05/02/20	)22	05/01/2023	05/06/2024
			\$25.40 *plus 7% hourly Wa	of	\$ 25.90 *plus 7% • hourly wa	of	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

<sup>\*</sup>The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWestLT

Mason - Building				04/01/2022
JOB DESCRIPTION Mason - Building	9		DISTRICT 9	
ENTIRE COUNTIES Nassau, Rockland, Suffolk, Westchester				
WAGES	07/04/0004	40/00/0004	00/00/0000	
Per hour:	07/01/2021	12/06/2021	06/06/2022 Additional	
Tile Setters	\$ 61.07	\$ 61.44	\$ 0.72	
SUPPLEMENTAL BENEFITS Per Hour:				
	\$ 24.91*	\$ 25.01*		
	+ \$10.01	+ \$10.02		

<sup>\*</sup> 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** 

See (1) on HOLIDAY PAGE Paid:

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

#### **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-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-
750	1500	2250	3000	3750	4500	5250	6000	6750	7000

07/01/2021 \$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34
Supplementa	al Benefits per	hour:							
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55* +\$.66	\$12.55* +\$.71	\$15.16* +\$.81	\$15.16* +\$.85	\$16.16* +\$1.23	\$17.66* +\$1.28	\$18.66* +\$1.63	\$18.66* +\$1.68	\$16.66* +\$5.83	\$21.91* +\$6.32

<sup>\*</sup> This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building	04/01/2022

JOB DESCRIPTION Mason - Building DISTRICT 11

**ENTIRE COUNTIES** 

Putnam, Rockland, Westchester

**PARTIAL COUNTIES** 

Orange: Only the Township of Tuxedo.

**WAGES** 

Per hour:

	07/01/2021	06/01/2022	06/01/2023
		Additional	Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

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 \$ 36.05.

**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, 16, 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%

Mason - Building 04/01/2022

\$ 56.86

#### JOB DESCRIPTION Mason - Building

#### **DISTRICT** 9

\$ 57.60

**ENTIRE COUNTIES** 

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

Building

Wages per hour:	07/01/2021	01/01/2022
Mosaic & Terrazzo Mechanic	\$ 58.46	\$ 59.21

**SUPPLEMENTAL BENEFITS** 

Mosaic & Terrazzo Finisher

Per hour:

Mosaic & Terrazzo Mechanic \$ 26.11\* \$ 26.21\* + \$11.73 + \$11.73 Mosaic & Terrazzo Finisher \$ 26.11\* \$ 26.21\* + \$11.71 + \$11.72

#### **OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

07/01/2021-Deduct \$6.80 from hourly wages before calculating overtime.

01/01/2022- Deduct \$7.00 from hourly wages before calculating overtime.

**HOLIDAY** 

Paid:

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

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.

07/01/2021 01/01/2022	1st \$ 25.82 \$ 26.09	2nd \$ 28.40 \$ 28.71	3rd \$ 31.00 \$ 31.32	4th \$ 33.58 \$ 33.94	5th \$ 36.16 \$ 36.55	6th \$ 38.74 \$ 39.15	7th \$ 43.91 \$ 44.38	8th \$ 49.08 \$ 49.60	
Supplemental benefits per ho	Supplemental benefits per hour:								
07/01/2021	\$13.06*	\$14.37*	\$15.67*	\$16.98*	\$18.28*	\$19.59*	\$22.20*	\$24.81*	
	+\$9.27	+\$10.19	+\$11.12	+\$12.04	+\$12.97	+\$13.90	+\$15.75	+\$17.60	
01/01/2022	\$13.11*	\$14.42*	\$15.73*	\$17.04*	\$18.35*	\$19.66*	\$22.28*	\$24.90*	
	+\$9.37	+\$10.30	+\$11.24	+\$12.17	+\$13.11	+\$14.05	+\$15.92	+\$17.79	

Apprentices hired after 07/01/2017:

Wages Per hour:

	1st	2nd	3rd	4th	5th	6th
	0-	1501-	3001-	3751-	4501-	5251-
	1500	3000	3750	4500	5250	6000
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48
01/01/2022	\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

<sup>\*</sup>This portion of benefits subject to same premium rate as shown for overtime wages.

Supplemental Benefits per hour:

07/01/2021	1st	2nd	3rd	4th	5th	6th
	\$4.59*	\$5.90*	\$15.67*	\$18.28*	\$20.89*	\$23.50*
	+\$6.49	+\$8.34	+\$11.12	+\$12.97	+\$14.83	+\$16.67
01/01/2022	\$4.62*	\$5.94*	\$15.73*	\$18.35*	\$20.97*	\$23.59*
	+\$6.56	+\$8.43	+\$11.24	+\$13.11	+\$14.99	+\$16.85

<sup>\*</sup>This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building 04/01/2022

JOB DESCRIPTION Mason - Building **DISTRICT** 9

**ENTIRE COUNTIES** 

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

**WAGES** 

Per hour: 07/01/2021 01/01/2022

**Building-Marble Restoration:** 

Marble, Stone & \$46.16 \$46.60

Terrazzo Polisher, etc

**SUPPLEMENTAL BENEFITS** 

Per Hour: Journeyworker:

**Building-Marble Restoration:** 

Marble, Stone &

Polisher \$ 29.11 \$ 29.77

**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 See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE Overtime: 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			
07/01/2021 01/01/2022	\$32.28 \$32.61	\$36.91 \$37.28	\$41.51 \$41.94	\$46.16 \$46.60			
Supplemental Benefits Per Hour:							
07/01/2021 01/01/2022	\$26.47 \$27.07	\$27.34 \$27.97	\$28.29 \$28.87	\$29.11 \$29.77 9-7/24	-MP		

Mason - Building 04/01/2022

JOB DESCRIPTION Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES** 

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

**WAGES** 

07/01/2021 01/03/2022 Wages:

Marble Cutters & Setters \$ 61.73 \$ 62.17

**SUPPLEMENTAL BENEFITS** 

Per Hour:

Journeyworker \$ 37.76 \$ 38.27

**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 term	ns at the follov	ving 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
07/01/2021 \$ 24.70 01/03/2022	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05
Supplementa	l Benefits per	hour:							
1st 07/01/2021	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.01 01/03/2022	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

JOB DESCRIPTION Mason - Building DISTRICT 9

**ENTIRE COUNTIES** 

Nassau, Rockland, Suffolk, Westchester

**WAGES** 

Per hour: 07/01/2021 12/06/2021 06/06/2022

Additional

Tile Finisher \$46.89 \$47.18 \$0.58

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.91\* \$ 22.01\*

+ \$9.84 + \$9.84

\*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 04/01/2022

JOB DESCRIPTION Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES** 

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

WAGES

Per hour: 07/01/2021 01/01/2022

Marble, Stone, etc.

Maintenance Finishers: \$26.73 \$27.01

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: \$ 14.00 \$ 14.40

**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:

·	07/01/2021	01/01/2022
0-750	\$21.37	\$21.67
751-1500 1501-2250 2251-3000 3001-3750 3751-4500 4501+	\$22.09 \$22.81 \$23.52 \$24.61 \$26.04 \$26.73	\$22.38 \$23.10 \$23.80 \$24.87 \$26.29 \$27.01
Supplemental Benefits: Per hour:		
0-750 751-1500 1501-2250 2251-3000 3001-3750 3751-4500 4501+	\$ 11.24 \$ 11.60 \$ 11.97 \$ 12.35 \$ 12.84 \$ 13.63 \$ 14.00	\$11.52 \$11.90 \$12.29 \$12.67 \$13.25 \$14.01 \$14.40

9-7/24M-MF

#### Mason - Building / Heavy&Highway

04/01/2022

**DISTRICT** 9

JOB DESCRIPTION Mason - Building / Heavy&Highway

**ENTIRE COUNTIES** 

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

**WAGES** 

Per hour: 07/01/2021 01/03/2022

Marble-Finisher \$ 48.87 \$ 48.97

**SUPPLEMENTAL BENEFITS** 

Journeyworker:

per hour

Marble- Finisher \$ 35.25 \$ 35.76

**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 04/01/2022

JOB DESCRIPTION Mason - Heavy&Highway DISTRICT 11

**ENTIRE COUNTIES** 

Putnam, Rockland, Westchester

**PARTIAL COUNTIES** 

Orange: Only the Township of Tuxedo.

**WAGES** 

Per hour:

	07/01/2021	06/01/2022	06/01/2023
		Additional	Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

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 \$36.05

**OVERTIME PAY** 

Cement Mason See ( B, E, Q, W, X ) All Others See ( B, E, Q, X )

**HOLIDAY** 

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

7th 1st 2nd 3rd 4th 5th 6th 8th 70% 50% 55% 60% 65% 75% 80% 85%

Supplemental Benefits per hour

**Operating Engineer - Building** 

750 hour terms at the following percentage of journeyman supplements

7th 8th 1st 2nd 3rd 4th 5th 6th 50% 55% 60% 65% 70% 75% 80% 85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H **04/01/2022** 

JOB DESCRIPTION Operating Engineer - Building

**ENTIRE COUNTIES** 

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

DISTRICT 9

#### **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) 07/01/2021

**Building Construction:** 

Party Chief \$76.09 Instrument Man \$60.41 Rodman \$41.11

Steel Erection:

Party Chief \$79.02 Instrument Man \$62.89

Rodman \$ 44.03

Heavy Construction-NYC counties only:

(Foundation, Excavation.)

Party Chief \$84.60 Instrument man \$63.79 Rodman \$54.52

#### **SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Building Construction \$ 24.40\* +\$ 7.15

Steel Erection \$ 25.00\* +\$ 7.15

Heavy Construction \$ 25.25\* +\$ 7.15

Non-Worked Holiday Supplemental Benefit:

\$ 16.45

#### **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

04/01/2022

### Operating Engineer - Building

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:

<sup>\*</sup> This portion subject to same premium as wages

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, Maintenance Engineer Crane (75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

· ,	07/01/2021	3/7/2022	3/6/2023
GROUP I			
Cranes- up to 49 tons	\$ 63.86	\$ 65.03	\$ 66.23
Cranes- 50 tons to 99 tons	66.07	67.28	68.53
Cranes- 100 tons and over	75.37	76.77	78.21
GROUP I-A	55.96	56.97	58.01
GROUP I-B	51.60	52.52	53.48
GROUP II	54.00	54.98	55.70
GROUP III-A	52.04	52.97	53.94
GROUP III-B	49.56	50.44	51.35
GROUP IV-A	51.52	52.44	53.40
GROUP IV-B	43.62	44.38	45.17
GROUP V	47.00	47.83	48.69
Group VI-A	54.94	55.93	56.96
GROUP VI-B			
Utility Man	44.61	45.39	46.21
Warehouse Man	46.74	47.57	48.42

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:

07/01/2021 03/07/2022 \$ 29.17 \$ 29.87 03/06/2023 \$ 30.57

Journeyworker

OVERTIME PAY

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

**HOLIDAY** 

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

#### **Operating Engineer - Heavy&Highway**

04/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

peraung Engineer - neavy&nignwa

**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. Vibratory Roller(Riding) or Roller used in mainline paving operations.

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).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

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), Deckhand.

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:	07/01/2021	03/07/2022	03/06/2023
Group I	\$ 64.63	\$ 65.97	\$ 67.27
Group I-A	57.02	58.16	59.26
		Page 47	

Group I-B	60.06	61.28	62.46	
Group II-A	54.61	55.70	56.74	
Group II-B	56.31	57.44	58.52	
Group III	53.66	54.72	55.74	
Group IV	48.80	49.74	50.63	
Group IV-B	41.94	42.71	43.43	
Group V				
Engineer All Tower, Climbing and				
Cranes of 100 Tons	73.18	74.73	76.24	
Hoist Engineer(Steel)	66.29	67.67	69.01	
Engineer(Pile Driver)	70.67	72.16	73.61	
Jersey Spreader, Pavement Break	er (Air			
Ram)Post Hole Digger	55.87	56.99	58.06	

#### 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:	07/01/2021	03/07/2022	03/06/2023
-	\$ 31.60 up	\$ 32.60 up	\$ 33.75 up
	to 40 Hours	to 40 hours	to 40 hours
	After 40 hours	After 40 hours	After 40 hours
	\$ 22.40* PLUS	\$ 23.40* PLUS	\$ 24.50* PLUS
	\$ 1.20 on all	\$ 1.20 on all	\$ 1.25 on all
	hours worked	hours worked	hours worked

<sup>\*</sup>This amount is subject to premium

#### OVERTIME PAY

See (B, E, E2, P, \*R, \*\*U) on OVERTIME PAGE

#### HOLIDAY

Paid:...... See ( 5, 6, 8, 15, 25, 26 ) on HOLIDAY PAGE Overtime.... See ( 5, 6, 8, 15, 25, 26 ) on OVERTIME PAGE

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.

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41
Supplemental Benefits per hour:			
	23.60	24.55	25.70

8-137HH

04/01/2022

<sup>\*</sup> For Holiday codes 8,15,25,26 code R applies

<sup>\*\*</sup> For Holiday Codes 5 & 6 code U applies

**DISTRICT** 9

JOB DESCRIPTION Operating Engineer - Heavy&Highway

**ENTIRE COUNTIES** 

Putnam, Westchester

**PARTIAL COUNTIES** 

Dutchess: South of the North city line of Poughkeepsie

**WAGES** 

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief Rodman - One who holds the rod and in general, assists the Survey Crew

Catorgories cover GPS & Underground Surveying

07/01/2021 Per Hour:

Party Chief \$81.72

Instrument Man 61.43 Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

All Catorgories

Straight Time: \$ 25.25\* plus \$7.15

Premium:

Time & 1/2 \$ 37.88\* plus \$7.15

**Double Time** \$ 50.50\* plus \$7.15

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

#### Operating Engineer - Heavy&Highway - Tunnel

04/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT** 8

**ENTIRE COUNTIES** Putnam, Westchester

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, Vibratory Roller (Riding) used in mainline paving operations.

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 vard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

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), Deckhand.

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)	)
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,	07/01/2021	03/07/2022	03/06/2023
GROUP I	\$ 64.63	\$ 65.97	\$ 67.27
GROUP I-A	57.02	58.16	59.21
GROUP I-B	60.06	61.28	62.46
GROUP II-A	54.61	55.70	56.74
GROUP II-B	56.31	57.44	58.52
GROUP III	53.66	54.72	55.74
GROUP IV-A	48.80	49.74	50.63
GROUP IV-B	41.94	42.71	43.43
GROUP V-A			
Engineer-Cranes	73.18	74.73	76.24
Engineer-Pile Driver	70.67	72.16	73.61
Hoist Engineer	66.29	67.67	69.01
Jersey Spreader/Post			
Hole Digger	55.87	56.99	58.06

#### 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:

07/01/2021	03/07/2022	03/06/2023
\$ 23.60	\$ 24.55	\$ 25.70
+ \$8.00	+ \$8.00	+ \$8.00
(Limited to	(Limited to	(Limited to
first 40 hours)	first 40 hours)	first 40 hours

#### **OVERTIME PAY**

See (D, O, \*U, V) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

(1)year terms at the following rates:

<sup>\*</sup> Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies. Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

1st term 2nd term 3rd term 4th term	07/01/2021 \$ 28.51 34.21 39.91 45.61	03/07/2022 \$ 29.08 34.90 40.71 46.53	03/06/2023 \$ 29.63 35.56 41.48 47.41	
Supplemental Benefits per hour:				
All terms	\$ 23.60	\$ 24.55	\$ 25.70	8-137Tun

#### **Operating Engineer - Marine Dredging**

04/01/2022

#### JOB DESCRIPTION Operating Engineer - Marine Dredging

#### **DISTRICT** 4

40/04/0004

#### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

#### WAGES

D = = 1.1= . . . .

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:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	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, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	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

07/04/0004

#### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2021 10/01/2021
All Classes A & B \$11.98 plus 8% \$11.98 plus 8% of straight time of straight time

**DISTRICT** 9

wage, Overtime hours wage, Overtime hours

add \$ 0.63 add \$ 0.63

All Class C \$11.68 plus 8% 11.68 plus 8% of straight time of straight time

of straight time of straight time wage, Overtime hours wage, Overtime hours

add \$ 0.48 add \$ 0.48

All Class D \$11.38 plus 8% 11.38 plus 8%

of straight time of straight time wage, Overtime hours wage, Overtime hours

add \$ 0.33 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

#### **Operating Engineer - Survey Crew - Consulting Engineer**

04/01/2022

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

**ENTIRE COUNTIES** 

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

**PARTIAL COUNTIES** 

Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2021

Survey Classifications

Party Chief \$45.83 Instrument Man 38.17 Rodman 33.34

**SUPPLEMENTAL BENEFITS** 

Per Hour:

All Crew Members: \$ 20.60

**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 04/01/2022

JOB DESCRIPTION Painter DISTRICT 8

**ENTIRE COUNTIES** 

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

**WAGES** 

Per hour: 07/01/2021

Brush \$ 50.30\*

Abatement/Removal of lead based 50.30\*

or lead containing paint on materials to be repainted.

Spray & Scaffold \$53.30\* Fire Escape 53.30\*

Decorator	53.30*
Paperhanger/Wall Coverer	52.93*

\*Subtract \$ 0.10 to calculate premium rate.

#### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

 Paperhanger
 \$ 31.83

 All others
 29.81

 Premium
 33.40\*\*

#### **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:	07/01/2021
Appr 1st term	\$ 19.56*
Appr 2nd term	25.12*
Appr 3rd term	30.42*
Appr 4th term	40.65*

<sup>\*</sup>Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

 Per Hour:
 07/01/2021

 Appr 1st term...
 \$ 14.72

 Appr 2nd term...
 18.23

 Appr 3rd term...
 21.06

 Appr 4th term...
 26.67

8-NYDC9-B/S

**DISTRICT** 8

Painter 04/01/2022

#### JOB DESCRIPTION Painter

#### **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: 07/01/2021
Drywall Taper \$ 50.30\*

\*Subtract \$ 0.10 to calculate premium rate.

#### **SUPPLEMENTAL BENEFITS**

 Per hour:
 07/01/2021

 Journeyman
 \$ 29.81

#### **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: 07/01/2021

1500 hour terms at the following wage rate:

<sup>\*\*</sup>Applies only to "All others" category,not paperhanger journeyworker.

**DISTRICT** 8

1st term	\$ 19.56*
2nd term	25.12*
3rd term	30.42*
4th term	40.65*

<sup>\*</sup>Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year	\$ 14.72
2nd year	18.23
3rd year	21.06
4th year	26.67

8-NYDCT9-DWT

#### Painter - Bridge & Structural Steel

04/01/2022

#### JOB DESCRIPTION Painter - Bridge & Structural Steel

#### **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: 07/01/2021 10/01/2021 \$ 51.50 \$ 53.00 + 8.63\* + 9.63\*

ADDITIONAL \$6.00 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. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker: 07/01/2021 10/01/2021 \$ 10.90 \$ 10.90 + 30.00\* + 30.60\*

#### **OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (4, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

<sup>\*</sup> 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).

Wage -	Per	hour:
--------	-----	-------

Apprentices: (1) year terms		
1st year	07/01/2021 \$ 20.60 + 3.45*	10/01/2021 \$ 21.20 + 3.86*
2nd year	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 41.20	\$ 42.40
Supplemental Benefits - Per hour:	+ 6.90*	+ 7.70*
1st year	\$ .25 + 12.00*	\$ .25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping 04/01/2022

#### 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):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

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:	07/01/2021	07/01/2022
Journeyworker:	¢ 40.00	¢ 40.00
Striping Machine Operator: Linerman Thermoplastic:	\$ 10.03 10.03	\$ 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:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

<sup>\*</sup>Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

#### Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 9.16	\$ 9.16
2nd Term:	9.16	9.16	10.03
3rd Term:	9.16	9.16	10.03

8-1456-LS

Painter - Metal Polisher 04/01/2022

#### 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**

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

<sup>\*</sup>Note: Applies on New Construction & complete renovation

#### **SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

#### **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:

	07/01/2021
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

<sup>\*</sup>Note: Applies on New Construction & complete renovation

<sup>\*\*</sup>Nassau and Westchester counties

<sup>\*\*\*</sup>All other counties

<sup>\*\*</sup> Note: Applies when working on scaffolds over 34 feet.

<sup>\*\*</sup> Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year \$7.39 2nd year 7.39 3rd year 7.39

8-8A/28A-MP

**Plumber** 04/01/2022

#### JOB DESCRIPTION Plumber **DISTRICT** 8

#### **ENTIRE COUNTIES** Putnam, Westchester

**WAGES** Per hour:

07/01/2021

Plumber and

Steamfitter \$59.01

#### 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 \$ 39.26

#### **OVERTIME PAY**

See (B, E, E2, Q, V) on OVERTIME PAGE OVERTIME:... See on OVERTIME PAGE.

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

(1) year terms at the following wages:

1st Term	\$ 21.89
2nd Term	25.13
3rd Term	29.01
4th Term	41.43
5th Term	44.45

#### Supplemental Benefits per hour:

1st term	\$ 16.25
2nd term	18.13
3rd term	21.57
4th term	28.41
5th term	30.11

8-21.1-ST

#### Plumber - HVAC / Service 04/01/2022

#### JOB DESCRIPTION Plumber - HVAC / Service

**DISTRICT** 8

**ENTIRE COUNTIES** 

Dutchess, Putnam, Westchester

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: 07/01/2021

**HVAC Service** \$40.68 + \$ 4.32\*

\*Note: This portion of wage is not subject to overtime premium.

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2021

Journeyworker HVAC Service

\$ 26.54

#### **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:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.50	\$ 21.88	\$ 27.31	\$ 33.56	\$ 36.36
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

<sup>\*</sup>Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices	07/01/2021
1st term 2nd term 3rd term 4th term 5th term	\$ 19.66 20.86 22.21 24.02 25.33

8-21.1&2-SF/Re/AC

**DISTRICT** 8

#### **Plumber - Jobbing & Alterations**

04/01/2022

#### JOB DESCRIPTION Plumber - Jobbing & Alterations

#### **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: 07/01/2021 Journeyworker: \$45.83

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

\$ 32.96

#### **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
 \$ 19.88

 2nd year
 22.06

 3rd year
 23.90

 4th year
 33.57

 5th year
 35.46

Supplemental Benefits per hour:

 1st year
 \$ 10.74

 2nd year
 12.65

 3rd year
 16.58

 4th year
 22.39

 5th year
 24.32

8-21.3-J&A

Roofer 04/01/2022

JOB DESCRIPTION Roofer

**DISTRICT** 9

**ENTIRE COUNTIES** 

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

**WAGES** 

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25 + \$7.00\*

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS** 

Per Hour: \$ 28.62

**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 \$ 15.84 \$ 22.63 \$ 27.15 \$ 33.94 + 3.50\* + 4.20\* + 5.26\*

Supplements:

1st 2nd 3rd 4th \$ 3.72 \$ 14.47 \$ 17.30 \$ 21.55

9-8R

Sheetmetal Worker 04/01/2022

JOB DESCRIPTION Sheetmetal Worker

**DISTRICT** 8

**ENTIRE COUNTIES** 

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES** 

07/01/2021 SheetMetal Worker \$ 44.15 + 3.37\*

<sup>\*</sup> This portion is not subjected to overtime premiums.

<sup>\*</sup>This portion is not subject to overtime premiums.

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 \$44.20

**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
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

<sup>\*</sup>This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

**Apprentices** 

1st term \$ 18.96 2nd term 21.34 3rd term 23.71 4th term 26.11 5th term 28.46 6th term 30.82 7th term 32.72 8th term 34.64

8-38

Sheetmetal Worker 04/01/2022

JOB DESCRIPTION Sheetmetal Worker DISTRICT 4

**ENTIRE COUNTIES** 

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

WAGES

Per Hour: 07/01/2021 8/01/2021

Sign Erector \$ 52.29 \$ 53.97

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

**SUPPLEMENTAL BENEFITS** 

Per Hour: 07/01/2021 8/01/2021

Sign Erector \$ 51.26 \$ 53.15

**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:

10th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 35% 40% 45% 50% 55% 60% 65% 70% 75% 80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

10th 4th 7th 1st 2nd 3rd 5th 6th 8th 9th \$ 20.10 \$ 16.26 \$ 18.17 \$ 28.02 \$ 30.47 \$33.72 \$ 36.27 \$ 38.77 \$41.29 \$ 14.34

8/01/2021

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th \$ TBD \$ TBD \$ TBD \$ TBD \$TBD \$ TBD \$ TBD \$ TBD \$ TBD \$ TBD 4-137-SE

Sprinkler Fitter 04/01/2022

JOB DESCRIPTION Sprinkler Fitter

**DISTRICT** 1

**DISTRICT** 8

**ENTIRE COUNTIES** 

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2021

Sprinkler \$47.19

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$28.09

**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 wage.

1st \$ 22.67	2nd \$ 25.19	3rd \$ 27.46	4th \$ 29.98	5th \$ 32.50	6th \$ 35.02	7th \$ 37.54	8th \$ 40.05	9th \$ 42.57	10th \$ 45.09
Supplementa	Benefits per	hour							
1st \$ 8.27	2nd \$ 8.27	3rd \$ 19.22	4th \$ 19.22	5th \$ 19.47	6th \$ 19.47	7th \$ 19.47	8th \$ 19.47	9th \$ 19.47	10th \$ 19.47 1-669.2

### Teamster - Building / Heavy&Highway

04/01/2022

JOB DESCRIPTION Teamster - Building / Heavy&Highway

**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)

07/01/2021

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*

<sup>\*</sup> 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: When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) 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 04/01/2022

#### 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 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

### OVERTIME PAY HOLIDAY

1-As Per Trade

### **Overtime Codes**

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

( AA )	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(1)	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

(29) Juneteenth



# New York State Department of Labor - Bureau of Public Work State Office Building Campus Building 12 - Room 130 Albany, New York 12240

### REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

 $Fax\ (518)\ 485\text{--}1870\ \text{or mail this form for new schedules or for determination for additional occupations}.$ 

### This Form Must Be Typed

Submitted By: (Check Only One) Contracting Agency Architect or Engineering	g Firm Public Work District Office Da	te:
A. Public Work Contract to be let by: (Enter Data Pertaining to	Contracting/Public Agency)	
1. Name and complete address	2. NY State Units (see Item 5)  □ 01 DOT □ 02 OGS □ 03 Dormitory Authority □ 04 State University Construction Fund □ 05 Mental Hygiene Facilities Corp. □ 06 OTHER N.Y. STATE UNIT	□ 07 City □ 08 Local School District □ 09 Special Local District, i.e., Fire, Sewer, Water District □ 10 Village □ 11 Town □ 12 County □ 13 Other Non-N.Y. State (Describe)
E-Mail:		
3. SEND REPLY TO ☐ check if new or change) Name and complete address:	4. SERVICE REQUIRED. Check appropriate information.  New Schedule of Wages and Supple APPROXIMATE BID DATE:  Additional Occupation and/or Redete	ments.
Telephone:( ) Fax: ( ) E-Mail:	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY
B. PROJECT PARTICULARS		
5. Project Title  Description of Work  Contract Identification Number  Note: For NYS units, the OSC Contract No.	6. Location of Project: Location on Site  Route No/Street Address  Village or City  Town  County	
7. Nature of Project - Check One:  1. New Building 2. Addition to Existing Structure 3. Heavy and Highway Construction (New and Repair) 4. New Sewer or Waterline 5. Other New Construction (Explain) 6. Other Reconstruction, Maintenance, Repair or Alteration 7. Demolition 8. Building Service Contract	8. OCCUPATION FOR PROJECT :  Construction (Building, Heavy Highway/Sewer/Water)  Tunnel Residential Landscape Maintenance Elevator maintenance Exterminators, Fumigators Fire Safety Director, NYC Only	☐ Guards, Watchmen ☐ Janitors, Porters, Cleaners, Elevator Operators ☐ Moving furniture and equipment ☐ Trash and refuse removal ☐ Window cleaners ☐ Other (Describe)
9. Has this project been reviewed for compliance with the Wid	cks Law involving separate bidding?	YES NO
10. Name and Title of Requester	Signature	



### NEW YORK STATE DEPARTMENT OF LABOR Bureau of Public Work - Debarment List

### LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

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.

<u>Debarment Database:</u> 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, <u>or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <a href="https://applications.labor.ny.gov/EDList/searchPage.do">https://applications.labor.ny.gov/EDList/searchPage.do</a></u>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
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		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
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		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
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	****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
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		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
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		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
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 BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025

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	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
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 KISCSO 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 BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINSVILLE 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 CONTRACTIN G AND CARMODY CONTRACTIN G 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	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
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	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
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
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		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE 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	****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 GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
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	****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	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE 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 WATERVLIET 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	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

DOL	DOL		IAMES LIACONE		COCE WASHINGTON ST	07/02/0040	07/02/0002
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	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
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	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
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	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	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
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	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	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
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	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
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
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL 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	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, 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.	014, 1140.	1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	****0466	PRECISION BUILT FENCES,		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	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
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	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
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	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI		ALBANY NY 12065	06/12/2018	06/12/2023
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		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
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	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
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 GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK	LLO.	2238 BAKER ROAD GILLETT 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	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
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	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
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	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
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		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	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
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	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY 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	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
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 G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
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	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

#### **NEW YORK STATE AFFIRMATIVE ACTION REQUIREMENTS**

#### (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

#### 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 labor 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<sup>1</sup> manpower 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<sup>1</sup> coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of this 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<sup>1</sup> manpower utilization for such trade "A," thereby meeting the provisions of this 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 the 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:

#### 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;
- 4. Are signatories to the Westchester County Plan but as to which no specific commitment to goals of minority¹manpower utilization by labor organization have been executed pursuant to the Westchester County Plan; or,

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

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

## B. Requirement - An Affirmative Action Plan:

The bidders, contractors and subcontractors described in paragraphs 1 through 5 aforementioned 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 minority¹manpower utilization¹ and specific affirmative action steps set forth in Section B1 and 2 of the Part II directed at increasing minority¹manpower utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B3 of this Part II.

1. Goals and Timetables: The goals of minority¹manpower 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) shall be 11.0% to 13.0%.

The percentage goals of minority¹utilization aforementioned are expressed in terms of manhours of training and employment as a proportion of the total manhours to be worked by the Bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both state and non-state) in the Westchester County Area during the performance of its contract or subcontract. The manhours for minority¹ 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 minority¹ 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 minority¹ manpower utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. However, where minority¹ journeymen are not available, minority¹ trainees in pre-apprenticeship, apprenticeship, journeyman training or other training programs may be used.

In order that the non-working training hours of trainees may be counted in meeting the 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.

<sup>1</sup> "Minority" is defined as including African Americans, Spanish surnamed Americans, Asians and Native Americans, and includes both men and women. Discriminations based on race, creed, color, religious belief, gender, age, national origin, physical or mental disability, marital status or veteran status is strictly prohibited.

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

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 to be in non-compliance 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 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 manpower utilization on all of its projects in the Westchester County area.

In all cases, the compliance of 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 obligation of its prime contractor or low tier subcontractors.

All bidders and all contractors and subcontractors performing 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 training.

- 2. Specific Affirmative Action Steps: Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority manpower 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' responses.
  - 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 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 Village 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.

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

- 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 company newspapers, annual reports, etc., by conducting staff, employee and union representatives' meeting 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 discussion it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussion 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 recruitment 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 main 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 programs relevant to the contractor's employee needs consistent with its obligations under this Part II.
- 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.

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

- p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.
- 3. Contractors and Subcontractors Deemed to be Bound by Part II: In the event 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 Industrial commissioner, including the Westchester County Plan, he shall be deemed to be committed to Part II of these Bid Conditions. Further, whenever a contractor or subcontractor, who at the time of bidding is eligible under Part II of these Bid Conditions, uses trades not contemplated at the time he submits his bid, he shall be committed to Part II of these Bid Conditions, he shall be considered to be committed to Part II of these Bid Conditions, he shall be considered to be committed to a manpower 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 the submission of his 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 its requirements under these Bid conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing himself to Part I of these bid conditions. No contractor or subcontractor 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 manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

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 part of its bid the following certification, which will be deemed a part of the resulting contract:

## **BIDDER'S CERTIFICATION**

certifies that:
(Bidder)
It intends to use the following listed construction trades in the work under the contract
; and
1. 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 area within the scope of coverage of that Plan, 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 manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these said conditions, those trades being:
; and
2. 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.
(Signature of authorized representative of Bidder)

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

## SUBCONTRACTORS' CERTIFICATION

certifies that:
(Subcontractor)
It intends to use the following listed construction trades in the work under the subcontract
and;
2. a. As to those trades set forth in the preceding paragraph on hereof for whic it is eligible under Part I of these Bid Conditions for participation in the Westchester Count Plan, it will comply with the Westchester County Plan on all construction work (both stat and non-state) in the Westchester County area subject to these Bid Conditions, thos trades being:
and/or;
b. As to those trades for which it is required by these Bid Conditions to compl with Part II of these Bid conditions, it adopts the minimum minority manpower utilizatio goals and the specific affirmative action steps contained in said Part II for all constructio work (both state and non-state) in the Westchester County area subject to these Bi Conditions, those trades being:
and/or;
<ol> <li>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.</li> </ol>
(Signature of authorized representative of Bidder)

In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Village has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

C. <u>Materiality and Responsiveness</u>: The certifications required to be made by bidders pursuant to these Bid Conditions is material, and will govern the bidder's performance on the project and will be made a part of his bid. Failure to submit the certification will render the bid non-responsive.

## Part IV: Compliance and Enforcement

Contractors are responsible for informing their subcontractor (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 with a contractor debarred from, or who is determined not to be a "responsible" bidder for, state contracts and state-assisted construction contracts. 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 or the contracting agency. Any bidder, contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with 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.

Violations 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 goal of minority manpower 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 appropriate sanctions and penalties.

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 New York State Department of Labor 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 very good faith effort to meet those goals, the contractor or subcontractor shall be presumed to be in compliance with 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

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

agency will consider each contractor's or subcontractor's minority manpower utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with its obligations under these Bid conditions, the agency shall take such action and impose such sanctions as may be appropriate. 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 his goals shall shift to him 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.

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 Department of Labor.

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

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

## NON-DISCRIMINATION CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- The Contractor will send to each labor union or representative of workers with which b. he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses," and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or membership because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel for purposes of

## (BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. This Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. such finding shall be made by the Commission for human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause "f.," in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or cost incurred by the Owner in completing the work in or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- h. Contractor will include the provisions of clauses "a." through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor of vendor as a result of such direction by the Contracting Agency/Owner, the contractor shall promptly so notify the owner's representatives/counsel, requesting him to intervene and protect the interests of the owner (Contracting Agency's jurisdictional area).

## **INDEX TO TECHNICAL SPECIFICATIONS**

Section Number	Section Title
01 10 00	Project Summary
01 20 00	Payment Procedures
01 30 00	Administration Requirements
01 70 00	General Construction Requirements
01 90 00	Mobilization
02 41 10	Site Preparations
03 30 00	Cast-In-Place Concrete
13 11 05	Swimming Pool General Conditions
13 11 10	Swimming Pool Demolition
13 11 20	Swimming Pool Recirculation Systems
13-11-30	Swimming Pool Water Treatment
13 11 46	Swimming Pool Accessories
31 23 16	Earthwork

## **SECTION 01 10 00**

## PROJECT SUMMARY AND SCHEDULE

## **PART 1 GENERAL**

## 1.01 SCOPE OF WORK

- A. SECTION INCLUDES
  - 1. Project Description
  - 2. Project Schedule
  - 3. Contract Type

## 1.02 PROJECT DESCRIPTION

- A. Project Name: Chemka Pool Storm Damage 2021 Recovery
- B. Owner's Name: Village of Hastings on Hudson
- C. Engineer's Name: Rimkunas Engineering, P.L.L.C. Phone 631-470-6115.
- D. The project consists of the selective demolition, removal and replacement of the existing swimming pool filtration system, electrical distribution within the filter room and the installation of a concrete chemical bulk storage transfer pad including alarm panels. The proposed activities include;
  - 1. Removal of select filtration system and complete electrical distribution components.
  - 2. Furnish and install recirculation pumps and miscellaneous filtration equipment.
  - 3. Furnish and install new electrical distribution panels, conduit and wiring.
  - 4. Demolition of existing asphalt driveway.
  - 5. Installation of new concrete chemical transfer pad with control valve.

## 1.03 SITE VISIT

- A. There is no mandatory site visit for this project.
- B. For Contractors interested in viewing the site before bidding, it is required to call the Village and make an appointment. Contractors will not be allowed to visit the site without a Village Representative being present.
  - 1. To schedule an appointment contact Steve Rimkunas at 631-470-6115.

## 1.04 CONTRACTTYPE

- A. Contract Type: A single prime contract based on a lump sum Base Bid including three items
  - 1. Swimming Pool Work
  - 2. Electrical Work
  - 3. Chemical Bulk Storage Work

## 1.05 DESCRIPTION OF BID ITEMS

- A. Base Bid
  - 1. The Base Bid includes all work described in the construction documents.
  - 2. A contingency will be included for additional equipment identified to be damaged from the storm needing replacement.

#### 1.06 EVALUATION OF BIDS

A. Bids will be compared based on the Base Bid.

## 1.07 PROJECT SCHEDULE AND WORK TIMES

- A. The Contractor is required to achieve Substantial Completion including approval by the Department of Health no later than the dates indicated in the Contract.
- B. Filter room demolition of filtration equipment and electrical distribution is to begin within 5 days of award of contract.
- C. New electrical work and site work may begin immediately.
- D. Installation of new swimming pool filtration equipment to begin immediately following receipt of Westchester County Department of Health Pool Construction Permit.

## 1.08 TIME RESTRICTIONS:

A. Limit conduct of work to Monday through Friday, except holidays, between 7:00 a.m. to 5:00 p.m., unless authorized by the Owner.

**PART 2 PRODUCTS - NOT USED** 

**PART 3 EXECUTION - NOT USED** 

**END OF SECTION** 

## SECTION 01 20 00 PAYMENT PROCEDURES

## **PART 1 GENERAL**

## 1.01 SECTION INCLUDES

- A. Lump Sum Bid /Schedule of Values
- B. Applications for Progress Payments
- C. Change OrderProcedures
- D. Application for Final Payment.

#### 1.02 SCHEDULE OF VALUES

- A. Within 5 days of completion of the Construction Progress Schedule, submit a printed Schedule of Values with line items for each task identified in the Construction Progress Schedule (see Section 01325) and assigning a value to each line item.
- B. Indicate name of subcontractor assigned to each task and summarize the value of each subcontract.
- C. Where applicable, provide evidence of Apprenticeship Program(s) for subcontracts in excess of \$250,000.00.
- D. Submit Schedule of Values for review by Engineer and Owner and revise until it is acceptable to and approved by the Owner.
- E. The agreed upon values will be incorporated in the Engineer's Certificate form to be prepared by the Engineer and to be used for determining the value of progress payments.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

## 1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Once each month.
- B. Quantity of Work: Submit a "pencil" copy of the Engineer's Certificate form indicating quantities of work completed for the payment period on the last business day of each month. Engineer will review and approve or adjust the quantities of work complete and issue an Engineer's Certificate.
- C. Submit three copies of each Application for Payment.
- D. Include the following with the application:
  - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
  - 2. Village of Hastings on Hudson claim form
  - 3. Engineer's Certificate
  - 4. Labor Affidavit for prime contractor and all subcontractors engaged during the payment period
  - 5. Certified Payroll for all Prime and all subcontractors engaged during the payment period.
  - 6. Any other documentation required by the Owner to demonstrate compliance with the provisions of the contract.
- E. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### 1.04 CONTRACT MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Agreement by issuing written Field Orders.
- C. Negotiation and compensation for extra work shall be done in accordance with the Agreement.
- D. Construction Change Directive: Engineer may issue a document, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change in Work.
- E. Proposal Request: Engineer may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 business days.
- F. Computation of Change in Contract Amount:
  - 1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Originand date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: When the scope and price and schedule impact of extra work is agreed upon by all parties the Engineer will prepare 8 originals of a Change Order in the format specified by the Owner. The Engineer will sign the Change Orders and forward them to the Contractor for his signature. The Contractor will sign and return the 8 original Change Orders to the Engineer. The Engineer will forward the Change Orders to the Owner for approval by the Village Board. When the Change Order

has been approved by the Village Board, the Engineer will add the item to the Engineer's Certificate for inclusion on future claims for payment.

- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

## 1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Include in final payment package Certified Payroll for the prime contractor and all subcontractors for the last payment period on the project, whether they worked during that payment period or not.
- C. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 30 00.
  - 2. All Closeout Submittals have been approved as described in Section 01300.
  - Approval of pool and/or chemical storage work from the Westchester County Department of Health.
  - 4. Issuance of an Underwriters Certificate for all electrical work.
  - 5. Submit proof of title to the materials and equipment covered by the contract and deliver a statement certifying that there are no claims remaining on the contract.

**PART 2 PRODUCTS - NOT USED** 

**PART 3 EXECUTION - NOT USED** 

**END OF SECTION** 

## SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

#### **PART 1 GENERAL**

## 1.01 SECTION INCLUDES

- A. Project Communications
- B. Notices to Affected Parties
- C. Submittals
- D. Project Meetings
- E. Permits
- F. Testing and Inspection
- G. Product Substitutions
- H. Close OutProcedures

#### 1.02 RELATED SECTIONS

A. Section 01 70 00 -General Construction Requirements: Additional coordination requirements.

## 1.03 PROJECT COMMUNICATIONS

- A. During construction, coordinate use of site and facilities through the Engineer.
- B. Comply with Engineer's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- C. Communications
  - 1. Notify the Engineer at least 48 hours prior to starting or re-starting construction work.
  - 2. Direct all communications to the Engineer. If the Contractor wishes to discuss a matter with the Owner, the Engineer will arrange a meeting.
  - 3. All communications from the Engineer regarding subcontractor work will be directed to the Contractor or his designated representative.

## 1.04 NOTICES TO AFFECTED PARTIES

- A. Notify police, fire services, public bus companies, and school bus companies of proposed work schedules in public rights ofway
- B. Notify utility companies with facilities in the project area of proposed work schedules
- C. Notify property neighbors of work that will affect access to or use of their property.
- D. Provide all affected parties with contact information for the Project Superintendent.

#### 1.05 SUBMITTALS

- A. Schedule submittals to allow adequate time for review and procurement without delay of the project work.
- B. Submittal Types and Schedules
  - 1. Make the following types of submittals to Engineer:
    - a. Proposed subcontractors and suppliers

- b. Emergency Contact Numbers
- c. Requests for interpretation
- d. Requests for substitution.
- e. Shop drawings, product data, and samples (As required by individual sections).
- f. Test and inspection reports (As required by individual sections).
- g. Design data (As required by individual sections).
- h. Manufacturer's instructions and field reports (As required by individual sections).
- i. Hazardous material disposal receipt (As required by individual sections).
- j. Schedule of Values and Applications for Payment (Section 01200).
- k. Construction Schedules
- I. Closeout submittals (Section 01300).

#### C. Submittals for Review

- 1. When the following are specified in individual sections, submit them for review:
  - a. Product data.
  - b. Shop drawings.
  - c. Samples for selection.
  - d. Samples for verification.
- 2. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 3. Samples will be reviewed only for aesthetic, color, or finish selection.
- 4. After review, provide copies and distribute in accordance with Submittal Procedures article below.

## D. Submittals for Information

- 1. When the following are specified in individual sections, submit them for information:
  - a. Designdata.
  - b. Certificates.
  - c. Test reports.
  - d. Inspection reports.
  - e. Manufacturer's instructions.
  - f. Manufacturer's field reports.
  - g. Other types indicated.
- 2. Submit for Engineer's knowledge as contract administrator. No action will be taken.
- E. Number of Copies of Submittals

#### 1. Documents for Review:

- a. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the contractor requires, plus three which will be retained by the Engineer.
- b. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions which Contractor requires, plus three which will be retained by Engineer.
- 2. Documents for Information: Submit two copies.
- 3. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- 4. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
  - a. After review, produce duplicates.
  - b. Retained samples will not be returned to Contractor unless specifically so stated.

#### F. Submittal Procedures

- 1. Transmit each submittal with a Transmittal Cover Sheet.
- 2. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- 3. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- 5. Deliver submittals to Engineer at business address.
- 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
- 7. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- 8. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 9. Provide space for Contractor and Engineer review stamps.
- 10. When revised for resubmission, identify all changes made since previous submission.
- 11. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- 12. Submittals not requested will not be recognized or processed.

## 1.06 PROJECT MEETINGS

- A. Preconstruction Meeting
  - 1. Engineer will schedule a meeting after Notice of Award.
  - 2. Attendance Required:
    - a. Owner.

- b. Engineer.
- c. Contractor.

## 3. Agenda:

- a. Execution of Owner-Contractor Agreement.
- b. Submission of executed bonds, insurance certificates, and Apprenticeship Program certifications.
- c. Distribution of Contract Documents.
- d. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
- e. Designation of personnel representing the parties to Contract and Engineer.
- f. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- g. Survey and layout
- h. Application for Payment Procedures
- i. Scheduling.
- i. Use of site and maintenance of traffic.
- 4. Engineer will record minutes and distribute copies within two days after meeting to participants.

## B. Progress Meetings

- 1. Engineer will schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- 2. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- 3. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner's Representative, and the Engineer as appropriate to agenda topics for each meeting.

## 4. Agenda:

- a. Review minutes of previous meetings.
- b. Review of Work progress.
- c. Field observations, problems, and decisions.
- d. Identification of problems which impede planned progress.
- e. Review of submittals schedule and status of submittals.
- f. Review of off-site fabrication and delivery schedules.
- g. Maintenance of progress schedule.
- h. Corrective measures to regain projected schedules.
- i. Planned progress during succeeding work period.

- j. Maintenance of quality and work standards.
- k. Effect of proposed changes on progress schedule and coordination.
- I. Other business relating to Work.
- 5. Engineer will record minutes and distribute copies within two days after meeting to participants, with copies to those affected by decisions made.

#### 1.07 PERMITS

- A. The Owner has filed the following permits in connection with the Work, copies of which are available upon request.
  - 1. Westchester County Department of Health construction of Swimming Pool Permit
    - a. The permit application has been submitted for review and approval to the WCDOH. Any minor changes to the bid documents will be negotiated with he awarded contractor.
- B. The Contractor shall be responsible for obtaining and paying all other permits/permissions required by government authorities, utility owners, and other property owners.
- C. Copies of all permits shall be kept on site at all times.
- D. Any work required to fulfill permit conditions shall be deemed to be a part of the Contract Work and included in the price bid for the contract.
- E. The Contractor shall coordinate any inspections by permitting agencies at his own expense and shall correct deficiencies in the work identified by any permitting agencies at no cost to the Owner.

#### 1.08 TESTING AND INSPECTION

- A. Except as noted in individual specification sections, the Owner will perform all testing and controlled inspections.
- B. Testing and inspection by the Owner in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

## 1.09 SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 30 days after date of Agreement.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

#### E. Substitution Submittal Procedure:

- 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
- 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
- 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

## 1.010 CLOSEOUT PROCEDURES

- A. Notify Engineer when work is considered ready for Substantial Completion.
- B. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- C. Notify Engineer when work is considered finally complete.
- D. Complete items of work determined by Engineer's final inspection.

## **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

## 3.01 TESTING AND INSPECTION

- A. See individual specification sections for testing required. Unless noted otherwise in the specification sections or on the drawings, all testing will be provided by the Owner
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Engineer and in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Engineer and of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Engineer.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Owner, Contractors, or Engineer.
  - 4. Agency has no authority to stop the Work.
- D. Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

- 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
- 3. Provide incidental labor and facilities:
  - a. To provide access to Work to be tested/inspected.
  - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
  - c. To facilitate tests/inspections.
  - d. To provide storage and curing of test samples.
- 4. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

**END OF SECTION** 

#### **SECTION 01 7000**

#### **GENERAL CONSTRUCTION REQUIREMENTS**

#### **PART 1 GENERAL**

## 1.01 SECTION INCLUDES

- A. Control of Surface Water, Dust, Noise, Pests, and Rodents
- B. Protection of Employees
- C. Protection and Restoration of Property
- D. Coordination of Schedules and Work
- E. Examination and Preparation
- F. Pre-installation Meetings
- G. Surveying and Laying Out the Work
- H. GeneralInstallation Procedures
- I. Cutting and Patching.
- J. Progress Cleaning
- K. Protection of Finished Work
- L. Starting Systems
- M. Demonstration and Instruction of Owner personnel.
- N. Closeout procedures, except payment procedures.

## 1.02 RELATED SECTIONS

A. Section 01 30 00 - Administrative Requirements: Submittals procedures.

## 1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of irrigation piping, valves, and wire splices.

## 1.04 QUALIFICATIONS

A. For survey work, employ a land surveyor registered in New York and acceptable to Engineer. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

## 1.05 CONTROL OF WATER, DUST, NOISE, PESTS, RODENTS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as required.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- F. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- G. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

## 1.06 PROTECTION OF EMPLOYEES

- A. OSHA Notes
  - 1. The Contractor shall furnish to each of his employees employment and a place of employment that are free from recognized hazards that are likely to cause death or serious physical harm to his employees.
  - 2. The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) Standards and Regulations applicable to the Work. The Standards and Regulations may be more stringent than are required by the Drawings and/or Specifications.
  - 3. The Contractor must conform to the "OSHA Regulations for Construction Subpart C Excavation, Trenching and Shoring"
    - a. 1926.650 General Protection Requirements
    - b. 1926.651 Specific Excavation Requirements
    - c. 1926.652 Specific Trenching Requirements
    - d. 1926.653 Definitions Applicable to this Subpart.
- B. New York State Rules
  - 1. Perform all work under this contract in accordance with the requirements of the Industrial Code of the State of New York, Rule No. 23 and Rule No. 53, both as currently amended.

## 1.07 PROTECTION AND RESTORATION OF PROPERTY

A. Underground Utilities

- 1. Underground utilities shown on the drawings have been depicted based on records made available to the Engineer. No guarantee is made that they accurately represent the locations of existing underground utilities, nor that all existing underground utilities are represented. It is the Contractor's responsibility to research the presence and ownership of utilities, obtain mark outs from utility owners, and dig exploratory excavations as he deems necessary to determine the locations of sub-surface features. The Contractor shall be responsible for the cost of repair of any utility damaged by his operations.
- 2. When existing underground utilities are found to be in conflict with the proposed work the Contractor shall immediately notify the Engineer who will determine how the conflict will be resolved.

## B. Structures, Pavements, and other Surfaces

- Where proposed structures, pavements, and surfaces meet existing, the existing is to be cut to a neat line and the new work butted neatly against it and the joint shall be sealed wit appropriate materials.
- 2. When existing structures, pavements, or other surfaces are disturbed or damaged by the proposed work or by incidental work, the existing is to be neatly cut to a location where it is in satisfactory condition and restored in kind.

## C. Landscaping

- 1. Protect all existing lawns, shrubs, trees, and plant material from damage during construction. Replace any damaged lawns, shrubs, trees, and plant material that is damaged with materials that are similar in type and size.
- 2. Transplant shrubs and small plant materials that are to remain to accommodate proposed grades.
- Transplant or build wells or walls around trees that are to remain to accommodate proposed grades.

## D. Miscellaneous Protection

- 1. Protect all public and private property adjacent to the work site and on, or adjacent to, access routes to the site.
- 2. Restore any property damaged by the work of this contract to a condition equal to or better than it was prior to the damage.

## 1.08 COORDINATION OF SCHEDULES AND WORK

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean-up of work of separate sections.

#### 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 30 00.

#### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- D. Examine and verify specific conditions described in individual specification sections.
- E. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

#### 3.02 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

## 3.03 SURVEY AND LAYING OUT THE WORK

- A. The Contractor shall be responsible for layout of his work.
- B. Verify locations of survey control points prior to starting work.
- C. Promptly notify Engineer of any discrepancies discovered.
- D. Contractor shall locate and protect survey control and reference points.

## 3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

## 3.05 CUTTING AND PATCHING

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

## 3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site weekly and dispose off-site; do not burn or bury.

## 3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

#### 3.08 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

## 3.09 FINAL CLEANING

- A. Final cleaning will be by General Contractor.
- B. Execute final cleaning after Substantial Completion but before making final application for payment.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

**END OF SECTION** 

#### **SECTION 01 9000**

#### **MOBILIZATION AND TEMPORARY FACILTIES AND CONTROLS**

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Mobilization on the contract site and installation and maintenance of temporary facilities and controls for the duration of the project including:
  - 1. Construction Fencing
  - 2. Vehicular Access and Parking
  - 3. Contractor's Storage and Laydown Areas
  - 4. Waste Removal Facilities and Services.
- B. All temporary facilities and controls are to be removed at the completion of the project work.

## 1.02 MOBILIZATION

- A. No demolition or construction work shall begin on the site until:
  - Vehicle access and parking routes have been submitted by the Contractor and approved by the Owner
  - 2. Locations of storage and laydown areas and waste stockpile and removal areas have been approved by the Owner
  - 3. The site has been protected by construction fencing or barriers
  - 4. Erosion and pollution controls have been installed

## 1.03 ENGINEER'S FIELDOFFICE

A. No field office will be required.

## 1.04 CONSTRUCTION FENCING

- A. Barriers
  - Provide barriers to prevent unauthorized entry to construction areas, to allow for owner's use of site, access to the park, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
  - 2. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

## 1.05 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- E. Designate one parking space each for Owner and Engineer use.

#### 1.06 CONTRACTOR'S STORAGE AREAS

A. The Contractor shall confine storage of his materials to the areas that are enclosed by the construction fence or to locations directed by the Engineer.

#### 1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site weekly.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

#### 1.08 TEMPORARY WATER

A. The Owner will make water available on the site and will pay utility bill for water service. The Contractor shall be responsible for distribution of water to meet his needs. If existing water on site is not sufficient for the Contractor's needs he shall be responsible for providing his own temporary power.

#### 1.09 EROSION AND POLLUTION CONTROLS

- A. Install and maintain erosion and pollution controls to:
  - 1. Prevent the entry of sediment into drainage systems on or adjacent to the site;
  - 2. Prevent the entry of sediment into surface waters;
  - 3. Prevent sediment from leaving the site on construction equipment
  - 4. Prevent contamination of the site and adjacent areas with fluids used in vehicles and construction equipment.
  - 5. Prevent sediments in surface waters from migrating downstream

## B. Stabilized Construction Entrance

- 1. Construction entrance shall be a stabilized pad of aggregate underlain with filter cloth, located at any point where traffic will be entering or leaving a construction site to or from a public right-of-way, street, alley, sidewalk, or parking area.
- 2. The entrance shall reduce or eliminate the tracking of sediment onto public rights-of way or streets.
- 3. Design shall conform to the NYSDEC Guidelines for Urban Erosion and Sediment Control.
- 4. The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public-right-of-way. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
- 5. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

## C. Drainage Inlet Protection

1. Protect all drainage inlets on the site and on the roads immediately adjacent to the site with materials indicated on the drawings

## 1.010 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION - NOT USED**

## **END OF SECTION**

# SECTION 02 41 10 SITE PREPARATION AND REMOVALS

#### PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Removal of concrete pavements.

#### PART 2 MATERIALS AND PRODUCTS

## 2.01 BACKFILL

A. Fill shall conform to the requirements of Section 31 23 16 Earthwork.

#### PART 3 EXECUTION

## 3.01 CONSTRUCTION REQUIREMENTS

- A. General
  - Mark limits of all demolition/removals work. Review limits with Engineer prior to beginning removals.
  - 2. The Owner shall have the right of first refusal on all removed items. Items not claimed by the Owner shall be removed from the site and disposed of in a legal manner.
  - 3. Materials that are to be salvaged for re-use in the project shall be stored in a secure area. Prior to removal the Contractor shall document the condition and quantity of such materials and notify the Engineer if the materials are not suitable for re-use. If such materials are damaged or lost, they will be replaced at the Contractor's expense.
    - a. See section 13 11 10 for list of pool related items to be salvaged.
  - 4. Materials that are to be salvaged for delivery to the Owner shall be stockpiled at a location designated by the Owner. The Owner will remove materials from the stockpile area with his own labor and equipment.
  - 5. Protection and Restoration: The Contractor shall prevent all damage to pipes, conduits, wires, cables or structures above or below ground. No land monuments, property markers, or official datum points shall be damaged or removed until an authorized agent has witnessed or otherwise referenced their location and approved their removal. All street signs, directional signs, and traffic markers are to be salvaged and they shall be carefully removed and stored until reinstalled. The Contractor shall replace at his own expense any signs that are damaged or destroyed as a result of his operations.
  - 6. Backfill all holes and voids created by demolition and removals work in accordance with the requirements of Section 31 23 16

#### **END OF SECTION**

## **CAST-IN-PLACE CONCRETE**

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Cast in place concrete.
  - Chemical Bulk Storage Transfer Pad

## 1.02 RELATED REQUIREMENTS

A. None

## 1.03 QUALITY ASSURANCE REQUIREMENTS

- A. Manufacturer and Installer Qualifications
  - 1. Concrete plant shall be fully automated and capable of printing computerized batch tapes that show weights of all materials added at the plant as well as the batching date and time for each truck.
  - 2. Concrete plant shall be within a 30 minute drive of the site.
  - 3. Concrete plant shall be on the NYSDOT list of approved suppliers.

#### B. Pre-construction Submittals

- 1. Design mix for each type of concrete
  - a. Weight per cubic yard of water, cement, aggregates, and additives
  - b. Percent air entrainment
  - c. Proposed slump
  - d. 28 day compressive strength and standard deviation of trial batch test cylinders
  - e. Wet density of design mix
  - f. Gradation of Fine Aggregate
  - g. Gradation of Coarse Aggregate
  - h. Type of cement
  - i. Specific gravity of cement
  - j. Specific gravity of aggregates
  - k. Fineness modulus of fine aggregate
  - Expected setting time for concrete
- 2. Manufacturer's Product Data
  - a. Expansion Joint Filler
  - b. Curing Compounds Product Data and Recommended Application Rate

## C. Manufacturer's Certifications

 Concrete plant shall provide written certification that materials used in concrete batching for the project conform to the approved design mixes.

## D. Delivery Documentation

- 1. Delivery ticket indicating type and cubic yards of concrete
- 2. Computerized batch ticket for concrete
- 3. Concrete deliveries made without required documentation will be rejected.

#### E. Field Inspection

- Contractor and Engineer to inspect forms and placement of reinforcing, accessories, and inserts before concrete is ordered. For wall construction, reinforcing is to be inspected before closing up forms.
- 2. Check batch tapes for conformance with design mix before placing concrete.

#### F. Testing

- 1. The contractor will provide cylinders for concrete testing.
- 2. Field sampling will be performed by the Contractor in accordance with ASTM C172 Standard Practice for Sampling Freshly Mixed Concrete.
- 3. Laboratory testing will be performed by a third party testing agency hired by the Contractor at no additional cost to the Town.
- 4. For each class of concrete used, one sample for strength determination shall be taken for every 50 yards poured with a minimum of one sample per day. A sample shall consist of one air entrainment test, one slump test and three cylinders.

- 5. Slump tests shall be taken on every load of concrete, unless otherwise directed by the Engineer. Concrete with slump exceeding the specified range will be rejected.
- 6. Slump test will be performed in accordance with ASTM C143 Standard Test Method for Slump of Hydraulic Cement Concrete.
- 7. Air content will be tested in accordance with ASTM C231 Air Content of Freshly Mixed Concrete by the Pressure Method.
- 8. Cylinders will be taken and cured in accordance with ASTM C31 Making and Curing Concrete Test Specimens in the Field.
- 9. One cylinder will be broken at 7 days for a preliminary indication of concrete strength and the remaining two will be broken at 28 days for determination of conformance to the specifications. Cylinder breaks will be done in accordance with ASTM C39 Standard Method for Compressive Strength of Cylindrical Concrete Specimens.
- 10. Concrete strengths will be accepted/rejected based on ACI 214 Recommended Practice for Evaluation of Strength Results of Concrete as follows:
  - a. One test shall be defined as the average strength of breaking the two 28 day cylinders from a sample.
  - b. The strength of any single test shall not be less than 85% of the specified design strength.
  - c. For structural concrete no more than 10% of the tests shall have a strength less than the specified strength. For slabs on grade, curb, or walk, no more than 20% of the tests shall be less than the specified strength.
  - d. The average strength of any 6 consecutive tests must be equal to or greater than the specified strength.
- 11. Rejected concrete shall be removed and replaced, or subject to reduced payment, as determined by the Owner.
- 12. The Engineer may direct that uniformity tests be conducted on truck mixed concrete in accordance with ASTM C94, Annex A1. Trucks that fail to produce uniform concrete shall be removed from service until the problems are corrected.

## **PART 2 MATERIALS AND PRODUCTS**

## 2.01 READY MIXED CONCRETE

- A. Ready mixed concrete shall conform to the requirements of ASTM C94 Standard Specification for Ready Mixed Concrete as modified by this specification.
  - 1. Concrete shall be truck mixed unless otherwise approved by the Engineer.
  - 2. Proportioning the concrete shall follow Alternative No. 2 the manufacturer shall be responsible for selection of the proportions for the concrete mixture.
  - 3. The manufacturer shall be responsible for the selection of additives.
  - 4. The concrete strength, coarse aggregate gradation, slump, and air content shall be as specified in the Schedules.
  - 5. The volume of a batch of concrete shall not exceed 63% of the total volume of the mixing drum.
- B. Fine aggregates shall conform to ASTM C33 Standard Specification for Concrete Aggregates as modified by this specification.
  - 1. Gradation of Fine Aggregate shall be as follows:

Sieve	% Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 65
No. 50	5 to 30
No. 100	0 to 10

- 2. Fineness modulus shall be between 2.3 and 3.1
- 3. Magnesium Sulfate Soundness (5 cycles) for all fine aggregate shall not exceed 15% (10% if sodium sulfate e is used).

- C. Coarse aggregates shall conform to ASTM C33 Standard Specification for Concrete Aggregates as modified by this specification.
  - 1. Gradation of coarse aggregate shall be either Type 1 (ASTM C33 Size 7) or Type 2 (ASTM C33 Size 57) as specified in the schedules:

Sieve	Type 1 % Passing	Type 2 % Passing
1-1/2"	-	100
1"	-	95 to 100
3/4"	100	-
1/2"	90 to 100	25 to 60
3/8"	40 to 70	-
No. 4	0 to 15	0 to 10
No. 8	0 to 5	0 to 5

a.

- 2. Limits of deleterious substances and physical property requirements of coarse aggregate as described in ASTM C33 shall be based on severe weather exposure. Magnesium Sulfate Soundness (5 cycles) for all coarse aggregate shall not exceed 18% (12% if sodium sulfate is used).
- D. Mixing water shall be potable.
- E. Cement shall conform to the requirements of ASTM C150 Standard Specification for Portland Cement as modified by this specification.
  - 1. Type III cement shall be used for high-early strength concrete. Type II cement shall be used for all other applications.
- F. Additives shall conform to ASTM C494 Standard Specification for Chemical Admixtures for Concrete.
- G. Tolerances for batched material delivered to the field shall be as follows:

Item	Tolerand
Weight of Cement	+/- 1%
Weight of Fine Aggregates	+/- 2%
Weight of Coarse Aggregates	+/- 2%
Total Weight of Aggregates	+/- 1%
Weight of Water	+/- 3%
Slump	+/- 1"
Admixtures	+/- 3%
Air Content	+/- 1%

### **2.02 FORMS**

- A. All formwork shall be designed by the Contractor.
- B. Formwork dimensions and form spacers shall be sized so that they produce the desired dimensions of the various concrete sections.
- C. Form spacers shall be designed to be removed during pouring or shall be of materials that are not deleterious to the finished concrete.
- D. Forms shall be of sufficient strength and shall be braced at sufficient intervals to prevent them from deflecting during concrete placing operations.
- E. Forms for exposed concrete shall be made of materials and shall be in such a condition that they will provide a smooth, stain-free surface.
- F. Where form liners are used to provide a pattern in the exposed concrete, they shall be designed to match the pattern shown on the drawings.
- G. Form release agents shall allow for easy removal of the forms without deleterious effects on the concrete or interference with application of curing compounds. Acceptable manufacturers of form release agents include:
  - 1. Cresset Chemical Co. www.cresset.com

- 2. Nox-crete Products Group www.nox-crete.com
- 3. Sika Corporation www.sikausa.com
- 4. SOYsolv www.soysolv.com

#### 2.03 REINFORCING STEEL BARS

- A. Reinforcing steel bars shall conform to ASTM A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement. Unless otherwise noted on the drawings, all bars will be deformed.
- B. Unless otherwise noted on the drawings, all steel bars shall be Grade 60.
- C. Where indicated on drawings the reinforcing bars shall be epoxy coated in accordance with ASTM A775 Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

## 2.04 WELDED WIRE FABRIC REINFORCING

- A. Welded Wire Fabric shall conform to ASTM A185 Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement.
- B. Welded wire fabric shall be packaged in flat sheets.

#### 2.05 REINFORCING SUPPORTS

- A. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
- 3. Materials for supports shall not be deleterious to the concrete.

## 2.06 EXPANSION JOINTS

- Expansion joint material shall conform to ASTM D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- B. Dimensions shall be as indicated on the drawings.

#### 2.07 LIQUID MEMBRANE CURING COMPOUND

- A. Liquid membrane curing compounds shall conform to the requirements of ASTM C309 Standard Specification for Liquid Membrane-Forming Curing Compounds for Curing Concrete.
- B. Compound Type shall be 1-D, containing a fugitive dye. Compound Class shall be A.
- C. Application rate shall be as specified by the manufacturer.
- D. Acceptable manufacturers of curing compounds include:
  - 1. The Quikcrete Companies www.quikcrete.com
  - 2. Symons www.symons.com
  - 3. Tamms Industries www.tamms.com

## 2.08 BENTONITE WATERSTOPS

- A. Bentonite waterstops shall be 75% bentonite and 25% butyl rubber.
- B. Waterstop shall be certified to conform with NSF 61 Drinking Water System Components.
- C. Surface where waterstop is to be applied shall be thoroughly cleaned and primed with water based, latex adhesive that changes color to indicate that it is properly cured. Primer to be supplied by waterstop manufacturer.
- D. Where concrete section is 8" thick or greater, use 1" x 3/4" rectangular waterstop. Install with a minimum of 3" of cover.
- E. Where concrete section is less than 8" thick, use semi-circular waterstop with a radius of 3/8". Install with a minimum of 2" of cover. Do not use waterstop if thickness of concrete section is less than 5".
- F. Use a Rapid Hydration formulation of the waterstop in secondary chemical containment areas, where there are high saline concentrations, or where hydrostatic head exceeds 40'.
- G. Acceptable Manufacturers of bentonite waterstops are:
  - 1. Cetco Building Materials www.cetco.com Volclay Waterstop RX.

#### **PART 3 EXECUTION**

#### 3.01 PREPARATION

- A. Verify location and accuracy of benchmarks and survey control points. Notify the Engineer of any discrepancies.
- B. Inspect the condition, location, and elevation of adjoining work and report any problems to the Engineer.
- C. Grade, excavate, fill and compact so that sub-grade is at proper location and elevation.
- D. Remove unsuitable materials at sub-grade as directed by the Engineer and replace with Fill Type 2 unless otherwise directed.

## 3.02 FORMING

- A. Erect and brace formwork to achieve the desired section. All concrete dimensions and elevations shall be accurate to +/- 1/4".
- B. Install expansion joints at locations indicated on the drawings and secure them against movement during the concrete pour. Set joint material at the proper setback from the concrete surface to permit the sealing of the joints if sealing is indicated on the drawings.
- C. Install reinforcing steel, waterstops, and inserts in accordance with drawings and/or approved shop and coordination drawings. Vertical steel that will remain exposed is to be capped by protective covers.
- D. Secure reinforcing steel, waterstops, and inserts to ensure that they do not move or shift during pouring of concrete.
- E. Remove debris, ice, and water from places to be occupied by the concrete.
- F. Clean steel to remove ice, dirt, grease, loose mortar and loose rust. It is not necessary to remove mortar and rust that is tightly bonded to the steel.

#### 3.03 PLACING CONCRETE

- A. Do not pour concrete on frozen or frosted material.
- B. Verify that forms, reinforcing, waterstops, and inserts are stable and secure.
- C. Ensure that all property around the concrete pour is protected from spashing of concrete. Unprotected surfaces that are damaged by concrete spashing will be restored at the Contractor's expense.
- D. Ensure that all testing equipment is on site and ready for use.
- E. Properly coat forms with form release agent. Avoid spraying form release agents on reinforcement.
- F. Moisten sub-grade to minimize absorption of water from the concrete.
- G. Verify computerized batch tapes from concrete trucks against design mix for the concrete. Reject trucks with incorrect proportions.
- H. Deliver and mix ready-mixed concrete in accordance with ASTM C94 and ACI Recommendations for Hot and Cold Weather Concreting, as modified by these specifications.
  - 1. Concrete must be completely placed within 90 minutes of the cement coming in contact with the aggregates except as modified below.
  - 2. For concrete pavement, walks, slabs on grade, and structural slabs, concrete must be completely placed within 60 minutes of the time that the cement comes in contact with the aggregates to allow adequate time for finishing.
  - 3. In cold weather, minimum concrete temperatures shall be as follows:

Air Temperature (Farenneit)	Concrete Temperature (Farenneit)
30 to 45	60
0 to 30	65
Below 0	70

4. Maximum temperature of concrete in any weather shall be 90 degrees.

- I. Place concrete in accordance with ACI 304 Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete and ACI 318 Building Code Requirements for Structural Concrete.
- J. Employ method of conveying concrete that will not result in segregation of aggregates. Pour from a maximum height of 12" above the top of forms.
- K. Place concrete as close as possible to its final position to avoid re-working the concrete and causing segregation.
- L. Direct concrete delivery trucks to wash out at a location on the site that will not intefere with the work. The residue of concrete washout will be removed from the site before the completion of the project.

## 3.04 FINISHING CONCRETE

- A. Delay finishing on unformed surfaces as long as possible while still achieving the desired results. Screeding, floating and first troweling should be performed in such a manner as to minimize the amount of manipulation of the surface. If free water appears on the surface as a result of a finishing operation, it shall be removed by blotting prior to the start of the next finishing operation. Type of concrete finish shall be as indicated on the drawings or shown on the approved mock-up.
- B. If contraction joints are to be scored in wet concrete, use a tool that will achieve the desired profile shown on the drawings or the approved mock up. Score joints in the pattern indicated on the drawings.
- C. Cure concrete by keeping it moist and at a temperature above 50 degrees farenheit for a minimum of 7 days.
- D. If a liquid membrane curing compound is used in lieu of moist curing, it shall be applied in accordance with the manufacturer's recommendations.
- E. Leave forms in place for no less than 24 hours. For structural concrete forms shall remain in place until the concrete is capable of sustaining construction loads without incurring deflections beyond design deflections. The contractor shall be responsible for tests, calculations, and decisions regarding the removal of forms, including partial removal and re-shoring of structural slabs.
- F. After removal of forms from exposed concrete, cut out all form ties, remove loose material, patch holidays, and rub the concrete to leave a smooth and uniform surface.
- G. If contraction joints are to be sawcut in the finished concrete, cut the concrete as soon after pouring as possible. Protect adjacent property from the residue of the sawcutting and clean up all residue immediately upon completion.

## 3.05 PROTECTION

- A. Protect wet concrete from damage by rain until it is fully set.
- B. Protect wet concrete from damage by vandalism until it is fully set.
- C. If temperatures during the 7 day curing period are projected to be below 40 degrees farenheit protect concrete from freezing with insulating blankets.
- D. Protect concrete from vehicle traffic or other heavy loads for a minimum of 7 days.

## 3.06 CORRECTIVE WORK

- A. At the completion of the Contract, the Engineer will inspect all new concrete work and prepare a punch list of defective work that must be repaired. Defective work requiring repairs may include, but no be limited to: cracking, spalling, staining, incorrect or inconsistent finish, misalignment, and puddling.
- B. The Contractor shall propose remedies to all defective work for the approval of the Engineer. The Engineer may accept the proposed remedies or direct the Contractor to remove and replace the defective work.
- C. Acceptance of a proposed method of correcting the work is not deemed acceptance of the finished product. The Engineer will re-inspect corrective work and advise the Contractor if the finished product is acceptable.

## 3.07 SCHEDULES

## A. Concrete Proportioning

Use	Strength	Aggregate Type	Slump	Air Content
General Structural	4,000 psi	2	3"	6.5%
Structural Concrete	4,000 psi	2	3"	6.5%
Thin Structural	4,000 psi	1	3"	6.5%
Walks & Driveways	4,000 psi	2	4"	5.0%
Site Concrete	3,000 psi	2	4"	5.0%
Curbs	4,000 psi	2	4"	5.0%
Slipform Curbs	4,500 psi	1	1.5"	6.0%
Tremies	5,000 psi	2	6.5"	6.0%

#### **SWIMMING POOL GENERAL CONDITIONS**

#### **PART 1 GENERAL**

#### 1.01 SCOPE OF WORK

- A. This section covers the general conditions related to all pool construction, approval and start up. If General Conditions described in this section are in conflict with Division 0 or Division 1 the contractor shall request a clarification from the Engineer as to which condition will govern the work.
- B. The bid documents have been submitted to the Westchester Department of Health for the required swimming pool construction permit. At the time of bidding the DOH review process has not been completed. Additional changes may be required as directed by the engineer and shall be negotiated with the accepted Contractor.

#### 1.02 COORDINATION

- A. It is the Owner's intent that responsibility for construction start up and obtaining approval to operate the pool from the governing authorities shall rest with a single contractor, hereinafter called the Pool Contractor or Contractor.
- B. The Pool Contractor shall coordinate his work with the work of other contractors performing related work to ensure satisfactory completion of the pool work.

## 1.03 QUALITY ASSURANCE

A. The pool work shall be performed by a contractor who has been regularly engaged in the construction of public swimming pools in the last 5 years and who can demonstrate that he has constructed at least 5 projects in that time similar in scope to this project.

## 1.04 REGULATIONS AND PERMITS

- A. Pool construction work is subject to the requirements of:
  - 1. New York State Sanitary Code, Chapter 1, Sub-part 6-1 Swimming Pools
  - 2. Virginia Graeme Baker Act and ASME 112.19-8 for Suction Fittings for Use in Swimming Pools, Wading Pools, and Hot Tubs
  - 3. New York State Building Code for Pool Alarms and Fencing
  - 4. Article 680 of the National Electric Code
  - 5. Permit issued by the Department of Health for construction of this project
- B. Fulfillment of all requirements of the applicable Codes and Permit whether explicitly described in the construction documents or not shall be the responsibility of the pool contractor.

## 1.05 WORK BY OTHERS

- A. Water for filling pool and conducting leak tests will be provided by the Owner.
- B. Chemicals for balancing pool water and providing disinfection will be provided by Owner.

## 1.06 RECORD DOCUMENTS

- A. Owner will provide the contractor with a reproducible set of the contract drawings at the start of the project. The Contractor shall record all deviations from the original drawings on this set. Existing utilities or other features that are found during construction but not shown, shall also be added to the drawings.
- B. Submit the reproducible documents to the Engineer at the completion of construction.

#### 1.07 INSPECTIONS

- A. The contractor shall provide safe and convenient access to all areas of the work for the purposes of inspections.
- B. The contractor shall have personnel present at all inspections who are authorized to and capable of:
  - 1. Making commitments/decisions for the contractor
  - 2. Undertaking minor corrective work to ensure that the inspection is passed

- 3. Assisting the Engineer or inspection agency in making required measurement
- C. The contractor shall be required to coordinate inspections by the Department of Buildings as needed.
- D. The contractor shall be required to coordinate inspections by the Electrical Inspector as needed.
- E. The Engineer will coordinate inspections by the Department of Health. Health Department inspections will occur at the following points:
  - 1. When the filtration and chemical treatment system has been completed and is ready to be turned over to the Owner.
- F. The contractor shall call for inspections by the engineer at the following points during construction:
  - 1. At the completion of the pool pump room work
  - 2. When the pool is started up and ready to be turned over to the Owner.

## 1.08 PROJECT CLOSE OUT

- A. Start up
  - 1. Operations Chart
    - a. Install a laminated copy of the pool schematic and operations chart that is included in the construction plans at the pump area in a location approved by the Engineer.
    - b. Install a laminated copy of the pool notes and equipment drawing and the pool schematic and operations chart that are included in the construction plans at the pump area in a location approved by the Engineer.
    - c. Provide a second copy to the Owner.
  - 2. Water Sampling and Balancing
    - a. At least 20 days before the contract completion date, the Contractor will request that the Owner will flush the fresh water supply system that will be used to fill the pool so that the Contractor may take a water sample that will be representative of the pool fill water.
    - b. The Contractor will have the sample tested and the results reported as follows:
      - 1) pHActual and Saturation
      - 2) Total AlkalinityAs ppm CaCO3
      - 3) Total HardnessAs ppm CaCO3
      - 4) CalciumAs ppm CaCO3
      - 5) IronAs ppm Fe
      - 6) CopperAs ppm Cu
      - 7) ManganeseAs ppm Mn
    - c. The Contractor will submit to the Engineer the test results and the names and quantities of chemicals required to bring the water into balance.
    - d. The contractor will be required to balance the pool water and bring the water into acceptable ranges for pH and chlorine resdiual for the Department of Health final inspection.
  - 3. Start up Materials and Supplies
    - a. At least thirty days before the contract completion date, the Contractor will provide the Owner with a list of materials and supplies that must be on hand to start-up the pool, and that are not included in the contract.
    - b. Manufacturer's representative will start-up, calibrate, test, and adjust the feeders, chemical controller and ultra violet disinfectant system.
  - 4. Manufacturer's Services
    - a. Manufacturer's representative will train Owner personnel in the proper operation, maintenance, and winterization of the feeders and chemical controller. Three hours of training will be required.

- b. Manufacturer's representative will start-up, calibrate, test, and adjust the pool controller.
- c. Manufacturer's representative will train Owner personnel in the proper operation and maintenance of the pool controller. Three hours of training will be required.
- d. Manufacturer's representative will train Owner personnel in the proper operation, maintenance, and winterization of the pool heater. Three hours of training will be required.
- e. Manufacturer's representative will train Owner personnel in the proper operation and maintenance of the ultra violet disinfectant system. Three hours of training will be required.

## B. OPERATION AND MAINTENANCE (O&M) MANUAL

- 1. At least 20 days before the contract completion date, the Contractor shall submit to the Engineer 5 copies of a draft of the O&M Manual for the pool. The Manual is to include:
  - a. A Table of Contents
  - b. Tabs separating each section
  - c. A schedule of all products and materials used on the project. Schedule to include name, address, and telephone number of the manufacturer and supplier; and the product name, description, and model number and serial number.
  - d. Copies of all manufacturer's owner's manuals, installation instructions, and warranties.
  - e. Step-by-step instructions for Pool Filling, Water Balancing, Recirculation System Start-up, Filter Backwashing, Pool Draining, and Winterizing.
  - f. Manufacturers's recommended maintenance schedules for all systems and equipment organized by things to do: Before Start-Up, Daily, Weekly, at ShutDown (Winterizing), and during the off-season.
- 2. The Engineer will review the draft O&M Manual and the owner will use it for the first pool season. Comments from the Engineer and the Owner will be incorporated in the Manual and the Contractor will deliver 5 copies of the final O&M Manual in 3-Ring binders to the Engineer.

## C. TRAINING

- 1. After completion of the Draft O&M Manual, the Contactor will provide an additional 8 hours of training to personnel designated by the Owner.
- 2. The training will include a review of the O&M Manual followed by the hands on operation of the pool.
- 3. At the completion of the first pool season, the contractor will provide an additional 8 hours of training to personnel. The training will include a review of the O&M Manual sections on shut down and winterization, and the contractor will supervise the Owner's personnel in the shutdown and winterization.

#### SWIMMING POOL SELECT DEMOLITION

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. The work of this section is the
  - a. Select demolition of recirculation equipment.

## 1.02 SCHEDULE OF EQUIPMENT TO BE REMOVED AND DISCARDED

- A. HRS Filter Media
- B. Recirculation Pump
- C. Griswold Flow Control Valves
- D. Gauges
- E. Flow Meters
- F. Items marked for removal on the drawings.

## 1.03 SCHEDULE OF EQUIPMENT TO REMAIN

- A. Strainers
- B. Pool Piping
- C. HRS Filter
- D. Chlorine Tanks
- E. Items marked to remain on the drawings

# PART 2 PRODUCTS 2.01 NO REQUIREMENTS

#### **PART 3 EXECUTION**

#### 3.01 GENERAL

- A. Remove all water from pool systems by draining or pumping.
- B. Ensure that required erosion and sediment control measures are in place
- C. Coordinate location of dumpsters and disposal areas with the Owner
- D. Identify sources of power, gas, and water and coordinate shutdowns with the owner and utility companies.
- E. Mark locations of existing utilities and pool piping
- F. Mark proposed limits of removals and review with Owner and Engineer before starting demolition.
- G. Coordinate with the Owner storage locations for materials that are to be salvaged for re-use.
- H. Document existing conditions of areas adjacent to the demolition work with notes, drawings, photographs and video paying attention to existing damage. Deliver copies of documentation to Owner and Engineer prior to start of demolition.

#### 3.02 EQUIPMENT REMOVAL

- A. Inspect and document condition of equipment to be re-used in the project.
- B. All equipment that is to be re-used will be refurbished or reconditioned as necessary so that there are no parts missing and it is a complete and operating unit when the equipment is reinstalled.

- C. Carefully remove equipment that is to be re-used and store at the designated location.

  Protect the equipment so that it is not damaged by work or weather prior to its re-installation.
- D. Equipment that is to be disposed of shall be removed from the site and disposed of in a legal manner.
- E. Remove equipment supports and if building in which supports are located is to remain patch and repair any damage to remaining surfaces.
- F. Electrical power and control wiring to equipment shall be removed back to the panel and all conduit and supports removed.

## 3.03 PIPE REMOVAL

- A. Existing pipes and pipe supports are to be removed in their entirety unless otherwise directed by the Engineer.
- B. Where pipes are permitted to be left in place exposed ends shall be capped with non-shrink grout or other material approved by the Engineer.

#### SWIMMING POOL RECIRCULATION SYSTEM

#### **PART 1 GENERAL**

#### 1.01 SCOPE OF WORK

- A. The work of this section is the equipment that is used to circulate and filter the pool water and to backwash the filters. This includes:
  - 1. Pool Piping
  - 2. Pool Pumps
  - 3. Variable Frequency Drives
  - 4. Filters Media
  - 5. Valves Butterfly, Ball, Gate, Foot, and Float
  - 6. Vacuum and Pressure Gauges
  - 7. Flow Meters
  - 8. Flow Sensors and Transmitters
  - 9. Flow Switches

## 1.02 SUBMITTALS

- A. Pool Piping
  - 1. Manufacturer's Product Data and installation Instructions for:
    - a. Ductile Iron Pipe and Fittings
    - b. PVC Pipe and Fittings with Solvent Cemented Joints
    - c. Pipe Couplings
    - d. Pipe Supports
    - e. Paint for exposed pipe
    - f. Pipe Markers
    - g. Valve Tags
  - 2. Certification of ductile iron pipe in accordance with AWWA C151
  - 3. Certification of cement-mortar lining in accordance with AWWA C104
  - 4. Certification of NSF 14 listing for all plastic pipe and fittings
  - 5. Field Pressure Testing Procedure.
  - 6. See Section 01300 Administrative Requirements, for submittal procedures.
- B. Recirculation Pump
  - 1. Recirculation Pump
    - a. Manufacturer's product data for pump including pump curve and electrical characteristics of motor.
    - b. Certification of NSF 50 listing
- C. Variable Frequency Drive
  - 1. Manufacturer's product data.
- D Filters
  - 1. Manufacturer's Shop Drawings, Product Data & Installation Instructions
    - a. Filter Tank, Headers, Filter Media
    - b. Valves
    - c. Pressure gages
    - d. Underdrain System
  - 2. Certificates: Certify that products of this section meet or exceed specified requirements.
    - a. Copy of NSF Certification for filter.
    - b. Certification that arrangement of internal piping and filter media is the same in all respects as arrangement certified by NSF.
    - c. Copy of factory pressure test documentation on filter tank.
  - 3. Manufacturer's product literature and installation instructions for installing all equipment.
- E. Operating Valves
  - 1. Manufacturer's product data for all valve types and accessories

- F. Flow Sensor and Transmitters
  - 1. Manufacturer's product literature and installation instructions for installing all equipment.
- G. Flow Switch
  - 1. Manufacturer's product literature and installation instructions.

## 1.03 QUALITY ASSURANCE

- A. Plumbers
  - 1. Pool plumbing shall be performed by plumbers experienced in laying out and installing swimming pool plumbing systems.
- B. Filter
  - 1. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience, with a minimum of ten installations in the last two years.
  - 2. Filter tank must be NSF listed for the proposed configuration and filtration rate.

#### **PART 2 PRODUCTS**

## 2.01 PVC PIPE AND FITTINGS

- A. PVC pipe shall conform to the requirements of ASTM D1785, Schedule 80.
- B. Pipe joints shall be solvent cemented. Solvent cement shall be as specified or supplied by the pipe manufacturer and shall conform to the requirements of ASTM D2564.
- C. Fittings are to be Schedule 80 socket type, conforming to ASTM D2467.
- D. All flange connections will be drilled to ANSI Class 150.
- E. All flange connections will be made with 316 stainless steel hardware.
- F. Pipe shall be marked with Schedule, Size, and ASTM Designation.
- G. Exposed piping shall be painted with 2 coats of the best grade of an acceptable manufacturer's regularly manufactured paint, suited for the piping material to which it is applied. Acceptable manufacturer's include Pittsburg Paints, Benjamin Moore, and Sherwin Williams.
- H. Exposed piping shall be labeled with wraparound, outdoor grade, acrylic markers with flow arrows and pipe identification.

## 2.02 RECIRCULATION PUMP

- A. Recirculation Pump
  - 1. Design flow rate and head shall be as shown on the drawings.
  - 2. Electrical characteristics shall be as shown on the drawings.
  - 3. Pump shall be listed under NSF 50
  - 4. Pumps shall be single stage, close coupled, end suction centrifugal pumps capable of being serviced without disturbing piping connections.
  - 5. Volute shall be Class 30 cast iron.
  - 6. Impeller shall be cast bronze enclosed type, dynamically balanced, keyed to the shaft, and secured by a locking cap screw.
  - 7. The liquid cavity shall be sealed off at the motor shaft by an internally-flushed mechanical seal with ceramic seat and carbon seal ring, suitable for continuous operation at 225 degrees F. A replaceable shaft sleeve of bronze alloy shall completely cover the wetted area under the seal.
  - 8. Pump shall be rated for minimum 175 psi working pressure.
  - 9. Volute shall have gauge tappings at the suction and discharge nozzles, and vent and drain tappings at the top and bottom.
  - 10. Manufacturer's/Model: See Equipment List on drawings

## 2.03 VARIABLE FREQUENCY DRIVE

A. Manufacturer/Model: See Equipment List on drawings

- B. The VFD shall convert incoming fixed frequency three phase AC power into variable frequency and voltage for controlling the speed of three phase AC induction motors.
- C. The VFD shall be a six-pulse input design, and the input voltage rectifier shall employ a full wave diode bridge. VFD's utilizing controlled SCR rectifiers shall not be acceptable.
- D. The VFD shall produce an output waveform capable of handling maximum motor cable distance of up to 1000ft without tripping or derating.
- E. The VFD must be able to source the motor's full load nameplate amperage (fundamental RMS) on a continuous basis, and be capable of running the motor at its nameplate RPM, voltage, current and slip without having to utilize the service factor of the motor.
- F. The VFD shall offer a programmable motor parameter that allows the total number of poles of a motor to be programmed to optimize motor performance.
- G. VFD shall be capable of running either variable or constant torgue loads.
- H. VFD shall offer a motor spinning test that will run the motor at 5Hz until the OK button is pressed to allow the user to determine if the motor is running in the correct direction.
- I. The VFD shall have temperature controlled cooling fans for quit operation, minimized internal losses, and greatly increased fan life.
- J. VFD shall provide full torgue to the motor given input voltage fluctuations of up to +10% to -15% of the rated voltage.
- K. VFD Shall have input surge protection utilizing MOV's, Spak gaps and Zener diodes to withstand surges of up to 2.3 times line voltage for 1.3msec. VFD shall include circuitry to detect phase imbalance and phase loss on the input side of the VFD. End-of Pump curve detection shall stop the motor when the pump is operating outside of its programmed pump curve.
- L. VFD shall provide flow compensation to reduce energy by adjusting the Setpoint to match changes in flow (friction loss).
- M. VFD shall provide an alphanumeric backlit display keypad capable of displaying current, speed, DC bus voltage, output voltage, input signal in mA and current flow in gpm.
- N. There shall be six fully programmable digital inputs for interfacing with the systems external control and safety interlock circuitry. Two of these inputs shall be programmable as inputs or outputs. The VFD shall have two analog signal inputs programmable for 0/4-20mA.
- O. VFD shall include an automatic acceleration and deceleration ramp-time function to prevent nuisance tripping and simplify start-up.

#### 2.04 FILTER MEDIA

- A. To meet NSF standards.
- B. To be provided as per the original filter manufacturer's recommendations or as directed on the drawings.

## 2.05 VALVES

- A. Butterfly Valves
  - 1. PVC Body, EPDM Seat, Stainless Steel Stem, Polypropylene Disc, Lever Type Operators for up to 8" valves; gear operators for valves larger than 8".
  - 2. Manufacturers: Hayward, Asahi
- B. Ball Valves
  - 1. True union, full opening PVC ball valves
  - 2. Manufacturers: Hayward, George Fischer
- C. Check Valves
  - 1. PVC Body, EPDM Seat, Stainless Steel Spring, Polypropylene Disc.
  - 2. Manufacturers: Hayward, Asahi

## 2.06 VACUUM GAUGES

- A. 4.5" Diameter, Liquid Filled with food-grade glycerin, Compound Gauge with scale from 30" Hg to 60 psi, accurate to 1% of dial range
- B. Black phenolic case
- C. Manufacturers: See equipment list on drawings.
  - 1. Weksler
  - 2. Ashcroft

## 2.07 PRESSURE GAUGES

- A. 4.5" Diameter, Liquid Filled with food-grade glycerin, Pressure Gauge with scale from 0 psi to 60 psi, accurate to 1% of dial range
- B. Black phenolic case
- C. Manufacturers: See equipment list on drawings.
  - 1. Weksler
  - 2. Ashcroft

#### 2.08 FLOW SENSOR AND TRANSMITTER

- A. The flow transmitter shall be compatible with the VFD and the flow sensor.
- B. The flow transmitter shall have a large font display with graph indicating flow in GPM.
- C. The flow transmittal shall be calibrated to produce an analog output between 4-20mA to represent the actual flow.
- D. The flow transmitter shall be provided with a field mounting kit.
- E. The flow sensor shall be sized to the correct size pipe.

## 2.09 FLOW SWITCH

A. Normally open 120 volt flow switch that will activate a relay to shut down power to chemical feeders and pool heater when there is no flow in the pool return line.

## **PART 3 - EXECUTION**

## 3.01 POOL PIPING AND VALVES

- A. Piping that is to be encased in gunite or concrete shall be set on metal or cementitious supports that provide for the full amount of gunite/concrete below the pipe.
- B. Trenches for buried pipe shall be overexcavated by 6" and backfilled to the spring line of the pipe with clean sand.
- C. Buried pipe shall be set at the inverts indicated on the drawings and shall be pitched uniformly from one end to the other. Pipe shall be installed from low point to high with the bell end of the pipe at the higher elevation.
- D. Solvent welding of pipe shall be done in accordance with the manufacturer's recommendations and the recommendations of the Plastic Pipe Institute with particular attention to the impact of temperature on curing time.
- E. Buried piping shall be adequately braced before pressure testing.
- F. Pressure testing shall be done with water at the pressures indicated on the drawings. The contractor will be responsible for providing all necessary fittings to add water to the pipe and bleed air out of it. Failures that occur during pressure testing shall be repaired to the satisfaction of the Engineer and the full test re-done.
- G. Pipe trenches shall not be backfilled until pressure testing has been approved and the pipe has been inspected by the Department of Health.
- H. Trench widths for buried pipe shall be such that the material between the pipe and the side of the excavation can be compacted with a mechanical vibratory tamper. Backfill shall be done

- to the top of the pipe and then compacted. Backfill above the pipe shall be done in 8" lifts and compacted to 95% modified proctor density.
- I. Where pipe passes horizontally through concrete structures Century Line Sleeves and Link Seal modular seals shall be used to provide a watertight penetration.
- J. Exposed piping shall be run parallel and perpendicular to building elements. Air relief valves shall be installed at high points in the piping and drain valves shall be installed at low points. Air relief valves shall be piped to a drain.
- K. Pipe shall be supported at intervals recommended by the pipe manufacturer using galvanized Kindorf pipe supports and accessories.
- L. Completed pipe shall be painted in accordance with the color code in the New York State Sanitary Code and pipes shall be marked using wrap-around labels.
- M. Valves shall be installed in positions that permit ease of access and operation and that allow for working room for removal of the valves in the future.
- N. 2" Diameter Brass tags with numbers corresponding to the valve operating chart shall be securely attached to all valves.

#### 3.02 RECIRCULATION PUMP

- A. Pump and strainer and adjacent piping shall be laid out to permit ease of access for maintenance.
- B. Pump shall be placed on a minimum 4 inch high concrete housekeeping pad.
- C. Long coupled pumps shall be aligned in the field by a factory certified technician
- D. Three phase pump motors shall be checked for the correct direction of rotation.

#### 3.03 VARIABLE FREQUENCY DRIVE

A. VFD shall be wall mounted in accordance with all manufacturers recommended installation requirements.

#### 3.04 FILTERS

- A. Filters shall be installed on concrete housekeeping pads with a minimum height of 4".
- B. Face piping and valves shall be oriented for ease of operation.
- C. The air relief valve on the filter shall be piped to a drain.
- D. The filter shall be filled with media in accordance with the manufacturer's recommendations.

## 3.05 VACUUM AND PRESSURE GAUGES

A. Provide brass tubing and fitting as necessary to install vacuum and pressure gauges in readable positions.

#### 3.06 FLOW METERS

A. Coordinate location of Flow Monitor with other equipment in the pump room.

## 3.07 START-UP & TESTING

- A. When filter room piping has been completed it shall be pressure tested to 1.25 times the shut off head of the pump. The contractor shall supply whatever equipment is necessary to accomplish this testing.
- B. The contractor shall start up and operate the pool plumbing system for a minimum of one week before turning it over to the Owner.
- C. Test flow switch interlock by shutting down recirculation pump and checking that power is killed to chemical feeders and heater.
- D. Check operation of flow meter by reading the pressure and vacuum across the pump and checking the pump curve for actual flow rate. Calibrate flow meter as required. Throttle flow in return line and check flow meter operation at various flow rates.

- E. During this period the contractor shall make adjustments to the system to ensure a uniform distribution of flow in the pool and a uniform skimming pattern.
- F. The Engineer and the Department of Health reserve the right to require the contractor to perform dye tests and star tests to demonstrate the proper operation of the pool.

#### **SECTION 13 11 30**

## **SWIMMING POOL WATER TREATMENT**

## **PART 1 GENERAL**

## 1.01 SCOPE OF WORK

- A. The work of this section is equipment used to treat pool water so that it is properly balanced and disinfected. This includes:
  - 1. Automated Chemical Controller
  - 2. Liquid chlorine feeders
  - 3. CO2 Regulators and Feeder
- B. Related pool work that is specified in other sections includes:
  - 1. Section 13 11 05 Swimming Pool General Conditions
  - 2. Section 13 11 10 Swimming Pool Demolition
  - 3. Section 13 11 20 for Pool Recirculation System

#### 1.02 SUBMITTALS

- A. Provide manufacturer's product data and installation instructions for:
  - 1. Automated Chemical Controller
  - 2. Liquid Chlorine Feeders
  - 3. CO2 Regulators and Feeder
- B. Provide proof of NSF certification for:
  - 1. Liquid Chemical Feeders
- C. Provide manufacturer's certification of compatibility with the specified chemicals for all products.
- D. Proposed layout of tubing, feeders, and injection fittings.
- E. See Section 01-78-00 Closeout Submittals, for additional warranty requirements.

## **PART 2 PRODUCTS**

## 2.01 AUTOMATED CHEMICAL CONTROLLER

- A. Automatic chemical control system capable of monitoring and controlling pH and sanitizer levels.
- B. Manufacturer/Model No.: See equipment list on drawings
- C. Features
  - 1. Isolated pH measurement shall be in the range 4.32 to 9.78, ±0.02.
  - 2. ORP: Isolated ORP measurement in the range 0 to 999, ±4mV.
  - 3. Isolated amperiometric free chlorine measurement shall be in the range 0 to 9.99. ±0.05. The sensor shall be self-cleaning.
  - 4. The controller shall be capable of controlling up to 3 relays.
  - 5. When the flow is OFF, the controller shall disable all relays.
  - 6. RELAYS: Includes 2 DPST 5Arms, 250VAC relays
  - 7. pH RELAY: This connects the acid/base feed to the input voltage when the relay is ON.
  - 8. ORP/PPM RELAY: This connects the sanitizer feed to one of the following when the relay is ON: 1) input voltage, 2) 24 VAC, or 3) as a switch. These settings are selectable using jumpers inside the controller.
  - 9. The controller shall have a maximum 24 VAC output current 200 mA.
  - 10. The input voltage is fused at 5A, the relay power is routed through the fuses.
  - 11. The controller shall be enclosed in a molded polycarbonate NEWM Type 4 enclosure.
  - 12. The controller shall include two, 3 digit, digital displays with 3 decimal points each.

- 13. The controller shall include 5 indicator LEDs as follows: 1) Flow, 2) Sanitizer Alarm, 3) Sanitizer Feed. 4) pH Alarm, and 5) pH Feed.
- 14. The display shall be visible from distances of over 20 feet. The display shall be visible at night with no other light ON.
- 15. The controller and flow cell shall be factory installed on a 2' x 2' PVC wall mountable panel with pre-installed mounting inserts.
- 16. Sampling lines and fittings shall be of a material and size recommended by the manufacturer.
- 17. The controller shall include buttons for accessing and changing all parameters. Buttons shall react with physical or audible click to indicate they have been activated.
- 18. The control system shall include color coded pigtails and feeder cables for pH and ppm control
- 19. The controller shall include the ability to set all programming back to the factory defaults.
- 20. The controller shall include the ability for clearing the sensor calibration.
- 21. The manual mode shall allow for turning ON the sanitizer relay for 2 minutes and/or the pH relay for 1 minute. After the time expires, the relay resumes normal automatic control.
- 22. The alarms shall be ON when the measurements are out of tolerance for over 16 minutes. When the alarm is ON, the appropriate LED indicator will be ON. The presence of an alarm will have no effect on the state of the relays. The amount of tolerance calculated from the setpoint shall be as follows:
- 23. pH: ±0.50 pH units
- 24. ORP: ±75mV
- 25. PPM: ±0.75 PPM
- 26. The controller shall keep track of the daily relay ON Time. This information shall be viewable at any time using communication software on modem equipped units. The daily relay ON time will automatically reset at each 24 hour period starting when the controller was turned ON.
- 27. The overfeed shall limit the maximum length of time that a relay may be ON in any 24 hour period. When in overfeed, the appropriate alarm indicator will be ON and the appropriate relay will be held OFF until the alarm is cleared. The sanitizer overfeed time shall be adjustable in the range 0 to 23 hours. The pH overfeed time shall be adjustable in the range 0 to 11 hours.
- 28. The controller shall be programmable for either acid or base feed.
- 29. The controller shall support proportional feed which reduces the feed time as the chemical value approaches the setpoint. This feature can also be disabled.
- 30. The controller shall automatically record data every 3 hours with a total storage capacity of 5 days. The data set included ORP/PPM, pH, Flow, Alarm and Power ON status.
- 31. The operator shall be able to program the length of time from when the controller is turned ON until the relays can close.
- 32. The manufacturer warranty for the controller shall be 5 years. All sensors and flow cells shall have a warranty of 1 year.
- 33. The controller shall allow the operator to specify the time a relay should be ON when in a feed cycle. The ON time is modified with proportional feed.
- 34. The controller shall allow the operator to specify the time a relay should be OFF when in a feed cycle. When in a feed cycle, the controller cycles between the ON and OFF time as long as the measurement is away from the setpoint.
- 35. When the sanitizer feed is set to 0, the feed time shall be 0.5 seconds. This allows for operation as required for some type of chemical feed systems.
- 36. The controller shall have the ability for communication with a PC using a modem. The PC screen shall display a duplicate of the controller front panel and be operated the same way remotely. All buttons shall be displayed and can be operated using the mouse. The data and programming can also be viewed giving quick information as to the current state of control. The controller buttons behave the same way remotely as they do on the actual front panel, which allows for viewing and making changes to the programming.

- 37. The controller shall include a Windows password that can be used to allow others to view the data but make no changes to the programming when communicating remotely through the modem.
- 38. The controller shall have the ability to call up to 2 pagers when an alarm condition exists. The pager is programmed from the front panel and supports regular and PIN pagers. The page will include the hundredths and tenths digits of both the sanitizer and pH. The page will occur when the alarm turns ON and then every 2 hours after that, so long as the alarm is continuously ON.
- 39. The controller shall be programmed to answer from 1 to 9 rings. This allows for multiple controllers to be on the same line. The controller also has a long hang-up option that will keep the controller from answering for 30 minutes when activated.
- 40. The flow cell shall include the sensors, an in-line filter, a flow switch, a visual flow rate indicator, and a sampling valve for water testing. The flow cell shall be transparent allowing for visual inspection of the sensors and the one chemical that may be injecting. The flow cell shall also include a valve at the inlet and outlet that may be used to adjust the flow or to stop the flow for probe cleaning or removal.
- 41. The flow cell shall be designed so that it is not possible for the sensors to be exposed to air.
- 42. The sanitizer control shall calculate the sanitizer feed time and keep the relay closed for that length of time up to the programmed ON time. If the measurement passes the setpoint, the controller can be programmed to open the relay or to finish the feed cycle.
- 43. The controller shall have Simultaneous Chemical Feed Lockout to give the ability to not turn the pH relay ON while the sanitizer relay is ON.
- 44. When in a pH feed cycle, the controller shall have the ability to delay the initial turn ON of the relay. This provides time for the measurement to stabilize in some situations.
- 45. The controller shall include a security code that keeps unauthorized personnel from accessing the front panel. Viewing the readings is all that is allowed when the password is used.
- 46. The controller shall be certified to UL-8730-1, EN60730-1 and 7 E730-1. Controllers that use certified components but have not actually been certified shall not be considered equal.
- 47. The controller shall have internet capabilities to allow the User to remotely monitor and adjust the chemical levels.

## 2.02 LIQUID CHLORINE (SODIUM HYPOCHLORITE) FEEDERS

- A. Type: NSF Approved Peristaltic Pumps with the following features:
  - 1. Self-priming
  - 2. Quick release cover for easy tube replacement
  - 3. 30 psi Rating, 18' suction lift capacity
  - 4. Hand-Off-Automatic Switch
  - 5. Adjustable feed rate from 1% of maximum rate to 100% of maximum rate
- B. Electrical Characteristics
  - 1. 120 Volts
  - 2. Power cord with 3 prong plug
- C. Capacity: Flow rate in gallons per day shall be as indicated on the drawings
- D. Accessories provided by feeder manufacturer
  - 1. Tubing: Clear Tygon of adequate length
  - 2. Strainer for end of tubing in storage tank
  - 3. Check valve
  - 4. Injection fittings
- E. Approved Manufacturers / Models: See equipment list on drawings.

## 2.03 CO2 REGULATORS AND FEEDER

- A. Single step down regulator for CO2 use.
- B. Feeder shall include flow meter and solenoid valve activated by the automated chemical controller.
- C. Approved Manufacturers / Models: See equipment list on drawings.

#### **PART 3 EXECUTION**

#### 3.01 INSTALLATION

- A. Coordinate lay out of feeders and tanks with equipment being installed by other trades and with power supplies.
- B. Securely fasten feeders to walls or other supports.
- C. Run tubing neatly from tanks to feeders and from feeders to injection points using pvc conduit and plastic ties to secure the tubing.
- D. After installation paint the tubing/conduit in accordance with the color code specified in the NYS Sanitary Code.
- E. Ensure that injection points are placed downstream of filters, heaters, flow controllers, and water sampling locations.

## **3.02 START UP**

- A. Confirm that pool water is properly balanced before starting chemical control system.
- B. During 2 week period in which contractor is operating the pool adjust feeders to determine desirable feed rates during daytime and nighttime. Record results of testing and post them on the pump room wall and include them in the project's O&M Manual.

## 3.03 CLOSEOUT ACTIVITIES

- A. See Section 01-78-00 Closeout Submittals, for closeout submittals.
- B. Training: Train Owner's personnel on operation and maintenance of system.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of two hours of training.
  - 3. Instructor: Manufacturer's training personnel.

## SECTION 31 23 16 EARTHWORK

## **PART 1 GENERAL**

## 1.01 SECTION INCLUDES

- A. Excavation for structures, piping, and utilities
- B. Backfill of utilities, structures, and voids left by demolition.
- C. Disposal of excess material

#### 1.02 QUALITY ASSURANCE REQUIREMENTS

- A. Backfill Material Testing
  - 1. Materials to be supplied to the site shall be sampled at the supplier's site and tested for gradation, soundness, modified proctor density, and optimum moisture content. Test results shall be delivered to the Owner's Rep prior to delivery of any material to the site.
  - 2. The source and location of imported materials must be clearly identified and this information included on all test reports.

#### 1.03 SUBMITTALS

- A. Fill Materials
  - 1. Materials Sources: Submit name, address and telephone number for all proposed sources of imported materials source.

#### **PART 2 PRODUCTS & MATERALS**

#### 2.01 FILL MATERIALS

- A. Imported fill can come only from sites approved by the Engineer and may not contain any contaminants in excess of New York State DEC standards for Unrestricted Use. Fill will not be accepted from sites that are subject to Federal or State environmental regulatory requirements for site remediation or permitting of hazardous or petroleum waste or material from sites including but not limited to underground storage tanks, state hazardous waste sites, brownfield sites, New York City 'E' designated sites, national priority list sites, state voluntary cleanup sites, or landfills.
- B. Type 1 Common Fill
  - 1. Material available from on site excavations or from borrow locations that is composed of mineral (inorganic) soil, blasted or broken rock and similar materials of natural or manmade origin. The maximum aggregate size shall be no more than 1/3 of the thickness of the loose lift in which it is to be placed. For materials that pass the 4" square sieve the following gradation requirements shall apply:

Sieve Size	% Passing by Weight
No. 40	0 to 70
No. 200	0 to 30

#### C. Type 2 - Select Fill

1. Material available from on site excavations or from borrow locations that is composed of mineral (inorganic) soil, blasted or broken rock and similar materials of natural or manmade origin. The maximum aggregate size shall be no more than 1/3 of the thickness of the loose lift in which it is to be placed. For materials that pass the 4" square sieve the following gradation requirements shall apply:

Sieve Size	% Passing by Weight
No. 40	0 to 70
No. 200	0 to 15

D. Type 3 - 1.5" Crushed Stone

 Well-graded mixture of crushed or broken stone or gravel with angular particles having a Magnesium Sulfate Soundness Loss of less then 30% conforming to the following gradation requirements conforming to the grading requirements of ASTM D448 - Size No. 3:

Sieve Size	% Passing by Weight	
2-1/2"	100	
2"	90 to 100	
1-1/2"	35 to 70	
1"	0 to 15	
1/2'	0 to 5	

## E. Type 4 - 3/4" Crushed Stone

 Well-graded mixture of crushed or broken stone or gravel with angular particles having a Magnesium Sulfate Soundness Loss of less then 30% conforming to the following gradation requirements conforming to the grading requirements of ASTM D448 - Size No. 6:

Sieve Size	% Passing by Weight	
1'	100	
3/4"	90 to 100	
1/2"	20 to 55	
3/8"	0 to 15	
No. 4	0 to 5	

## F. Type 5 - Screened Gravel

Screened and washed, uncrushed gravel free from coatings having a Magnesium Sulfate Soundness Loss of less than 30% conforming to the following gradation requirements:

Sieve Size	% Passing by Weight	
1-1/2"	100	
No. 4	0 to 5	

## G. Type 6 - Sand

1. Sand shall be clean, non-plastic, and free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. The sand shall conform to the grading requirements of ASTM C33 as shown in the table below:

Sieve Size	% Passing by Weight
1/4"	100
No. 50	0 to 35
No. 100	0 to 10

## **PART 3 EXECUTION**

#### 3.01 PREPARATION

- A. Review drawings and field conditions to determine the elevations of the bottoms of cuts; plan sheeting, shoring, and underpinning requirements; plan dewatering requirements, and estimate volumes of materials to be handled.
- Investigate subsurface water conditions, including tide conditions, and plan dewatering operations.
- C. Plan locations of stockpiles that will be created by excavated material.
- D. Request utility mark outs from owning utility companies.
- E. Dig test pits as necessary to locate buried utilities and structures.
- F. Make provisions for supporting or relocating utilities and structures that will be exposed by excavation.

- G. Notify utility companies to remove and relocate utilities as required
- H. Protect existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- I. Protect plants, lawns, rock outcroppings, and other features to remain.

## 3.02 EXCAVATING FOR UTILITIES AND STRUCTURES

- A. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- B. Excavate to accommodate installation of bedding layers, forms, structures, piping, and utilities, special backfill materials and to provide adequate room for backfilling and compacting around new work. Unless otherwise indicated on the drawings, hold a minimum of 18" between excavation walls and installed work.
- C. Install sheeting and shoring to conform to requirements of applicable Federal, State and local regulations and to protect adjacent structures and utilities. Design of sheeting and shoring is the responsibility of the Contractor.
- D. Make provisions for pumping out rain water from excavations that will be open for an extended period of time.
- E. Stockpile excavated material away from the edge of the excavation. Separate materials that are suitable for backfill from unsuitable materials. Remove unsuitable materials from the site. Height of stockpiles shall be limited to 6 ft.
- F. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- G. Slope unshored banks of excavations deeper than 4 feet to angle of repose or less.
- H. Do not interfere with 45 degree bearing splay of new or existing structures and utilities.
- I. Cut utility trenches wide enough to allow inspection of installed utilities and compaction of backfill outside of the utility pipe or structure.
- J. Excavate trenches to 1 ft below the bottom of pipe and structures to allow room for placement of bedding material. Where bedding requirements is common fill limit the depth of excavation to the bottom of the pipe or structure.
- K. Hand trim excavations to the required lines and grades. Remove loose materials.
- L. Request inspection of excavation sub-grade by the Engineer. Remove unsuitable materials from sub-grade as directed and backfill with Type 1 or Type 2 fill material.
- M. Correct areas that are over-excavated or disturbed by backfilling in 6" lifts and compacting to 95% modified proctor density.
- N. Secure perimeters of excavations greater than 4' deep with highly visible construction fencing for the protection of workers and the public.
- O. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- P. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- Q. If bottom of excavation is damaged by accumulation of water or by freezing, remove unsuitable material as directed by the Engineer and backfill with Type 1 or Type 2 fill.
- R. Ensure that subgrade is not frozen or spongy prior to placing utilities or structures.
- S. Soil Separation Fabrics
  - 1. Where indicated on the drawings install geotextile fabrics at the bottom of excavations. Cut fabric to required width. Install fabric in trenches starting at the downstream end and working upstream. Ensure that the fabric lays flat on the trench bottom. Overlap joints a minimum of 12" or as recommended by the manufacturer. When placing bedding material over the fabric work carefully so as not to disturb the smoothness of the installation.

## 3.03 BEDDING FOR UTILITIES AND STRUCTURES

- A. Unless otherwise indicated on the drawings place bedding materials below all utilizes and structures in accordance with Schedule of Bedding Requirements.
- B. Where bedding requirements is common fill limit the depth of excavation to the bottom of the pipe or structure.
- C. Scarify the bottom of the excavation to a depth of 2" before placing bedding material.
- D. Place bedding material in uniform lifts not exceeding 6". Add moisture to bedding material as necessary and compact to 95% Modified Proctor Density with a mechanical tamper or vibratory roller.
- E. After placement of proposed structure or piping bedding material shall be installed around new work as follows:
  - 1. For pipes up to 6" diameter, to the top of pipe.
  - 2. For pipes larger than 6" diameter, to the mid height of the pipe.
  - 3. For all structures, 12" above the bottom of the structure.

## SCHEDULE OF BEDDING REQUIREMENTS

MATERIAL / STRUCTURE	BEDDING MATERIAL	THICKNESS OF LAYER
Corrugated Plastic Pipe	Type 4 - 3/4" Crushed Stone	6"
Ductile Iron Pipe	Type 1 - Common Fill	6"
Copper Pipe	Type 1 - Common Fill	6"
Drainage Manhole Structure	Type 4 - 3/4" Crushed Stone	6"
Footings and Foundations	Type 4 - 3/4" Crushed Stone	6"
Concrete Retaining Walls	Type 4 - 3/4" Crushed Stone	6"
Segmental Retaining Walls	Type 4 - 3/4" Crushed Stone	12"

## 3.04 BACKFILLING AND COMPACTION

## A. General

- 1. Backfill Material: Unless otherwise indicated on drawings backfill material above bedding layer shall be Type 1 fill.
- 2. Controlled Inspection: Coordinate with Owner's testing lab to have inspector for moisture and density testing present during backfill work.
- 3. Ensure that all test reports for backfill material are available on site prior to start of backfill work
- 4. Imported backfill materials shall be delivered to the site with a ticket that clearly identifies the source of the material. The Owner reserves the right to sample imported materials at the site and require their removal if they do not comply with the approved material.
- 5. Employ a placement method that does not disturb or damage other work.
- 6. Maintain optimum moisture +/- 2% content of fill materials to attain required compaction density.
- 7. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- 8. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.
- 9. All compaction shall be performed with plate compactors or rollers.
- 10. Compaction Density Unless Otherwise Specified or Indicated
  - a. 95 percent of maximum dry density.
- 11. Remove excess excavated material from site.
- B. Voids

- Unless otherwise indicated on drawings backfill all holes and voids created by demolition work to meet adjacent grades.
- 2. Knock down all ledges and remove loose material from voids prior to backfilling.

#### C. Utilities and Structures

- 1. Any below grade elements removed must be backfilled with Type 1 or Type 2 fill and compacted.
- 2. Wait a minimum of 24 hours prior to backfilling around newly constructed structures.
- 3. Ensure that all waterproofing, waterproof protection, and foundation drainage systems have been installed and approved prior to start of backfilling.
- 4. Timing Backfill of utilities and structures may commence after:
  - a. All inspection and testing have been completed
  - b. Thrust blocks have been installed and cured to specified strength
  - c. Forms have been stripped from cast in place construction
  - d. Cast in place concrete has achieved strength requirements specified on the drawings or Division 3.
- 5. Bracing Structural elements that are not complete shall be adequately braced to prevent deformation from backfill operations
- 6. Backfilling
  - a. Backfill in lifts not exceeding 6" for granular materials and 8" for soils.
  - b. Backfill around the perimeter of structures and along the length of pipes and walls uniformly. Differences in elevation of backfill shall not exceed 2 ft.

## 3.05 DISPOSAL OF EXCESS MATERIALS

A. All excess materials shall be legally disposed of off site.

## **SCHEDULE OF DRAWINGS**

<b>Sheet Number</b>	Sheet Title
G-001	Title Sheet
G-01	Site Location Plan
SP-01	Filter Room Equipment Demolition Plan
SP-02	Filter Room Equipment Proposed Plan
SP-03	Recirculation Equipment Details
SP-04	Swimming Pool Notes and Calculations
SP-05	Swimming Pool Equipment List
E-01	Electrical Specifications
E-02	Electrical Demolition and Proposed Plan
E-03	Electrical One-Line Diagrams
E-04	Pool Chemical Control Diagrams
E-05	Chemical bulk Storage Alarm Systems
CBS-1	Transfer Pad Site Demolition
CBS-2	Transfer Pad Site Proposed
SP-1	Reference – Existing Main Pool Hydraulic Schematic
SP-2	Reference – Existing Wading Pool Hydraulic Schematic
SP-3	Reference – Existing Training Pool Hydraulic Schematic
ES-1	Reference – Existing Electrical Site Plan Power and Lighting